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The Solicitors' Journal.

LONDON, MARCH 4, 1871.

THE ALBERT LIFE ASSURANCE COMPANY'S "Reconstruction scheme" was before Lord Justice James this week, upon a petition for the sanction of the Court to an agreement for carrying the scheme into effect. It was argued, in support of the application, which was opposed that the Court had jurisdiction to sanction such a scheme under the 95th section of the Companies Act, 1862, or under the 159th and 160th sections, taken with Mr. H. B. Sheridan's Joint Stock Companies Arrangements Act of last Session. The Master of the Rolls, we believe, still adheres to his view expressed in the *General Exchange Bank Case* (15 W. R. 477), that, in the absence at any rate of universal consent of shareholders, a sale of the whole of a company's business and property *en bloc* can only be made in a voluntary winding-up. The Lord Justice said the present proposal could not be supported under section 95, because there was nothing in the nature of a sale or transfer of the assets of the absorbed companies to the proposed new company. As to the 159th and 160th sections, the Lord Justice is reported to have said that they did not enable one creditor or one debtor to bind another; the Master of the Rolls, however, has in several cases (for instance, in *Re Smith, Knight, & Co.*, 16 W. R. 1104, and *Re Commercial Bank of India and the East*, 17 W. R. 840), sanctioned a scheme of compromise not assented to by all the creditors. However this may be, under the Act of last Session a majority of creditors may bind a minority; but the great and insuperable obstacle in the present case was the impossibility of saying precisely who and what the creditors are. As the Lord Justice pointed out, it would be necessary to have a separate majority of creditors in each one of the "amalgamated" companies, and besides the difficulty of assessing the value of policy liabilities, it is uncertain, until all the "novation" questions shall have been decided, against which company many of the claimants will be entitled to prove. Nothing short of special legislation could help the company out of liquidation. It is stated that the Reconstruction Committee have prepared a bill. While the Legislature has its hand in, it might as well give a lift to the liquidation of insurance companies generally, since the Companies Acts do not work satisfactorily. It was mentioned by Sir Roundell Palmer, at the close of the argument in this case, that of sixty-eight insurance companies in the course of liquidation in the Court of Chancery, eighteen had been for fifteen years undergoing the process, seventeen between ten and fifteen years, and six between five and ten years, without having arrived at a termination.

THE CORRESPONDENCE JUST ISSUED on the subject of the British ships sunk in the Seine is very short but very instructive.

Lord Granville seems throughout to have regarded the transaction exactly in the light which we have always maintained to be the true one—namely, as an outrage requiring apology and reparation, though by no means an outrage of a gross or wanton character. In his first letter to Lord A. Loftus he says that, "with the information now before them, her Majesty's Government cannot but consider the seizure and sinking of those vessels to be altogether unwarrantable;" and at the same time he instructs Mr. Odo Russell to do all in his power "to obtain spontaneous reparation from Count Bismarck." He subsequently learned with much satisfaction that Count Bismarck had expressed his regret at the sinking of the British vessels, and that he was prepared, after a proper inquiry had been instituted, to pay compensation for the damage sustained thereby." Lastly, he expresses his great satisfaction that the course of the German Government had been such as "to turn a painful incident into a means of confirming the good understanding which exists between the two Governments." We are extremely glad to find that the loose and dangerous views of the rights of belligerents and neutrals so generally maintained just lately in this country are not those of the Foreign Office.

On the other hand, while Count Bismarck's acts in this matter have been all that we could wish, his theories are not quite so satisfactory. In the first instance, he substantially agreed in Lord Granville's view of the case. He seems to admit, though his language is not free from ambiguity, that a wrong has been done; he is full of regret for it, and in the clearest terms admits the claim of the owners of the ships to indemnification.

Subsequently, "he found that the law officers held that a belligerent had a full right, in self-defence, to the seizure of neutral vessels in the rivers or inland waters of the other belligerent, *and that compensation to the owners was due by the vanquished Power, not by the victors.* If conquering belligerents admitted the right of foreigners and neutrals to compensation for the destruction of their property in the invaded State, they would open the door to new and inadmissible principles in warfare."

It is not very easy to interpret this vague language. But it is impossible not to suspect that it covers the monstrous notion that neutral property in an enemy's country is in no better position than enemy's property.

Some time later Count Bismarck finds that "the measure in question did not overstep the bounds of international warlike usages." And he founds this statement upon the *jus angariæ*, an alleged right the monstrous nature of which we have already shown, as well as the almost complete unanimity with which modern jurists, English, French, Italian, German, and American, have repudiated it.

It is curious to observe that the ingenious theories as to German rights of sovereignty at Duclair, which found so much favour in this country, are wholly unknown to Count Bismarck.

PEOPLE ARE JUST BEGINNING to feel themselves able to judge of the actual working of the Bankruptcy Act of 1869, and the rules framed under it. So far as we can venture to form an estimate, the general tendency of opinion seems to be in favour of the leading features of the system; but many matters of detail undoubtedly call for amendment. The resolutions (which we print this week) laid before the Lord Chancellor a few days ago by an influential deputation from various chambers of commerce and trade societies pointed out some points plainly calling for amendment, while upon other points they suggest serious matter for consideration.

The evil of the infrequent sitting of county courts for purposes of bankruptcy, as well as for other business, is a most serious one. But it may not be so easy in all cases to remedy it as it might appear at first sight. In the case of a judge whose circuit is large, it must take him some weeks at least to go round it, and he cannot sit once a fortnight at any one place. Some change will, we think, clearly have to be made with regard to the meetings of creditors in cases of liquidation or composition, so as to avoid the expense and inconvenience of two meetings. A correspondent, whose letter we pub-

lish in another column, confirms the complaint of the deputation upon this point; but we are not quite sure that either he or the deputation has suggested what will ultimately prove the right remedy. The complaint against Rule 275, by which a creditor who has attended a meeting may sign a resolution at any time afterwards before filing and registration, is, we think, well founded. We believe the intention of the Act to have been that what is done should be done at the meeting, as it were in open court. Private negotiations between the debtor and any of his creditors after the meeting ought to be prevented. The practice of appointing the registrar's clerk receiver and trustee is a manifest abuse. The repeal in 1869 of section 74 of the Bankruptcy Act, 1861, was, as we pointed out at the time, a simple mistake. It evidently arose from forgetfulness of the fact that the Act of 1861 contained any such section, a forgetfulness somewhat excusable, as the section had no business in a Bankruptcy Act.

The main proposal contained in the resolutions laid before the Lord Chancellor is a much more serious and much more doubtful one. The deputation urge that it is very inconvenient for wholesale traders that bankruptcy proceedings against their debtors should always have to be taken in the places where the debtors carry on business. And they suggest that a creditor should be at liberty to take proceedings in his own district instead of the debtor's district. The inconveniences of the present system we fully admit. But we are inclined to think that the inconvenience of allowing one creditor to petition in his own district, and carry the debtor and all the other creditors there, would be much greater.

IN ANOTHER COLUMN we report a case in the Liverpool County Court on the point of fraudulent preference. The facts were shortly these. The bankrupt in July, 1867, obtained an advance under a stipulation that he would secure it by a mortgage of his house and a bill of sale of his furniture and effects therein. The mortgage was executed; the bill of sale was prepared, but not executed, but on the contrary the instrument was given up to the Stamp-office, and the amount of the stamp returned. Nothing further was done until in July, 1870, the day before absconding, the bankrupt himself went to the solicitors of the mortgagees, and on his own instance, and without any communication with the mortgagees, caused to be prepared and executed a bill of sale. The holders of the bill of sale, acting under it, sold the effects comprised in it, and claimed to retain the proceeds on the ground that it was executed in pursuance of the previous agreement. The learned judge disallowed this claim, holding that the bill of sale could not be said to have been executed in pursuance of the agreement, and that, in truth, the facts showed that the agreement to execute it had been waived. It is difficult to see how it would have been possible to hold otherwise, unless validity were to be given to any agreement by which a debtor on borrowing money should undertake that whenever he saw bankruptcy impending he would make the creditor safe by executing a security; the facts of the case, indeed, would scarcely have brought the creditor even within the benefit of such an undertaking; the agreement was clearly abandoned, and the execution of the bill of sale was evidently the spontaneous voluntary act of the debtor.

We must add that the point of the cases as to bills of sale executed in pursuance of a previous agreement seems to have been missed, and the cases cited not to have been duly considered. The question of fraudulent preference is a question of fact, and the necessary facts are—that the act should be the spontaneous voluntary act of the debtor, and that it should be done in contemplation of bankruptcy. If done on the pressure of the creditor the act has not that character; and such was the case of *Ex parte Tempest*. The fact that the bill of sale is executed in pursuance of a previous agreement is an element of fact showing the preference not to be fraudulent, because not spontaneous; but the cases in which the previous agreement has been relied on to validate the act are cases where the act would, but for a contemporaneous advance, have been an act of bankruptcy, not as a fraudulent preference, but as a fraudulent conveyance, in the sense that, by assigning all the debtor's property, it disabled him from carrying on his trade or paying his creditors, and the force of the previous agreement was to make the advance in substance contemporaneous with the bill of sale. But this reasonable extension would be obviously inapplicable to a case where the whole advance, which was at the time to benefit the creditors, and the saving character of which is what establishes the transaction as against them, had long been wholly dissipated, and in view of the impending bankruptcy there was nothing left to take but the assets assigned. At that stage the creditor must exercise his vigilance, and put on that pressure which will enable him to obtain payment without the necessity of refunding it. The cases cited of *Hutton* v. *Crutwell* and *Harris* v. *Ricketts* were cases, not of fraudulent preference, but of acts of bankruptcy. The anonymous case in 9 W. R. 199, was also a case, not of fraudulent preference, but of an act of bankruptcy, and is really, when looked at, no authority at all.

THE CONVENTION which, as we have before mentioned (*ante* p. 264), has been entered into between this country and the United States, providing that subjects of the United States who have been naturalized as British subjects shall be at liberty to renounce their naturalization, provided they do so within two years from the 10th August, 1870, will operate in a way in which it was not probably intended to operate. Any citizen of the United States who may be naturalized here between the passing of the Naturalization Act and the beginning of August, 1872, may under the convention make a declaration of alienage, publicly declare his renunciation of British citizenship before the 10th of August, 1872, and thereby become an alien again, whereas it doubtless was intended (by analogy with the two years given by the Act to British subjects naturalized abroad before it came into operation, for making declaration of British nationality) to give to subjects of the United States naturalized here before the passing of the Act two years within which to make a declaration of alienage. Still, as the operation of the convention is not confined to those naturalized before the passing of the Act, it is obvious that any citizen of the United States naturalized here since the passing of the Act will be able to avail himself of it.

A VERY SMALL BILL is creeping through Parliament without attracting the notice which the novelty of one of its provisions deserves. It is intitled, "An Act for extending the jurisdiction of the Courts of the West African settlements to certain offences committed out of her Majesty's dominions," and proposes to enact that "crimes or offences committed within twenty miles of the boundary of any of the said settlements, or of any adjacent protectorate, *by any of her Majesty's subjects, or by persons not subjects of any civilised power*, against British subjects, or against persons resident within any of the said settlements, shall be cognizable in the superior courts exercising criminal jurisdiction within any of the said settlements," and that persons known or suspected to have committed any such crime may be apprehended and kept in custody within any of the said settlements as if the crime had been committed within such settlement. The novelty is that the bill proposes to make persons not British subjects, and who may never before their apprehension have been on British soil, amenable to British Courts for crimes committed off British soil. There is no Act upon our Statute-book, as far as we are aware, that contains any similar provision: but the Indian Act I. of 1849 has an analogous operation. By that Act, not only British subjects, but all persons in the service of the British Government, while in such service and

for six months afterwards, "and also all persons who shall have dwelt for six months within the British territories under the Government of the East India Company," are amenable to the British Indian Courts for crimes committed out of British India, if apprehended within British India.

The theory of the bill under notice is almost too obvious to require mention. If a crime is committed against a British subject in Belgium or Austria, redress may safely be left to the Belgian or Austrian Government; but if the crime is committed in Ashantee or Dahomey it is eminently unlikely that the offender would be brought to justice in his own country.

Finally, it may be noticed that the bill, as brought in, embraced only the crimes committed by persons not the subjects of any civilised power, and not those committed by British subjects. An amendment, extending it to the latter class of crimes, was agreed to in committee.

IN OUR ISSUE of the 18th ult., in an article on "Compulsory Reference," we made some remarks upon the recent case of *Jeffries* v. *Lovell* (19 W. R. 408), and we then showed that the point really decided by the Court, and upon which they made the rule absolute, was simply that the order of reference, having been made under the 6th section of the Common Law Procedure Act, must be set aside, because that section only applied to the case of a trial before a judge without a jury. We also pointed out that the Court carefully evaded deciding whether an order of reference "could" have been made at the trial under the 3rd section. In fact, the question mainly considered by the Court was whether an order of reference in the particular case "should" be made "now," that is, in Hilary Term last. The majority of the Court were of opinion that an order ought not to be made. It is pretty clear, although the grounds are not stated, that they did not think the case one in which a compulsory order ought to be made at all, and the judgment on this point did not turn either on the fact that no summons had been taken out, because, of course, this might have been done, or on the question of time, because although the case had twice gone to trial, yet as these trials had proved abortive, the cause had evidently been remitted to a condition in which it could properly be described as being "before trial."

A further study of the case, which we been induced to make by the circumstances we are about to mention, satisfies us that our original remarks were correct in every respect. The case is no authority at all upon the construction of the 3rd section of the Act, unless upon the point that the case of *Jeffries* v. *Lovell* was not one which would justify an order under the 3rd section, if applied for at the proper time, and in the proper way. This point was considered and decided, apparently for the guidance of the parties, but the decision may, nevertheless, not be treated as an authority, because the point was not necessary to the decision that the rule should be made absolute.

At the end of our remarks we drew attention to the fact that the *Law Times* had, as we considered, reported the case with an inaccurate head-note. This criticism we were induced to make by the fact of the *Law Times* afterwards endorsing its own report, "as an excellent specimen of rapid reporting."

On February 25th there appeared in the *Law Times* a somewhat singular article, complaining that the effect of this case, and its own remarks on it, had been strangely misapprehended and misrepresented by one of its contemporaries. We do not know whether our remarks were referred to or not. Our only reason for supposing that they are is that the number of legal journals being very limited, and the *Law Journal* not having noticed the remarks of the *Law Times* at all, we do not know what contemporary can be meant, if not ourselves. According to the *Law Times*, "it has actually been supposed by one of our contemporaries (*semble*, the *Solicitors' Journal*) that the decision only followed and reaffirmed the decision in *Robson* v. *Lees* (6 H. & N. 258), which was that the judge could not do it at the trial, even upon the application of either party; that is, he could not do it all upon the trial of a case with a jury." Now, we never supposed that this was the effect of the decision, and no one who read our remarks, in which we said that the Court "evaded" deciding this question, could ever have thought we did. Neither did the *Law Journal* ever suppose anything of [the] kind, or at least, if it did, it never published the supposition. In fact, the only journal which has published anything like the supposition in question is the *Law Times* itself, in the head-note which in our previous remarks we suggested was inaccurate. This head-note is—"While sitting at Nisi Prius with a jury a judge ordered a cause which was then being tried, which as he considered consisted of matter of account, to be referred to a master, notwithstanding the opposition of ONE of the parties,—Held, that this order could not be made under the Common Law Procedure Act, 1854." That might lead persons to think that the Court had decided "that the judge could not do it at the trial, even upon the application of either party;" and we actually criticised the head-note on that very ground, pointing out that the power to make such an order, under the 6th section, only had been considered, and not the power to make it under the 3rd.

It is somewhat amusing to find that what the *Law Times*, as well as ourselves, now considers a strange misapprehension of the decision is contained, if at all, in its own columns, and not in ours. The *Law Times* now represents its head-note as "distinctly stating the point of the decision to be that the judge could not compulsorily make the order, that is, of his own motion." We do not think the head-note, which we have quoted, does distinctly state this, nor if it did, would it very accurately describe the decision. One reason, perhaps, why the Court did not decide that an order could not be made under the 3rd section, except upon an application of one of the parties, (whatever that may mean) was that as the section says so in terms, it never occurred to the Court that there could be any doubt about it.

THE RECENT ECCLESIASTICAL JUDGMENT.

THE judgment of the Judicial Committee in the Purchas case will be received with consternation by the Ritualists in the Church of England, and, we may be sure, will be subjected to acute and by no means friendly criticism. It is worth while, therefore, to submit it to a calm and dispassionate legal examination. Theological frenzy, be it broad church, high church, or low church, too often obscures the questions of doctrine, discipline, and ceremonial, which have been of late years so frequently agitated; and excited partisans of the promoters or the accused are apt to forget that, after all, the High Court of Appeal in ecclesiastical matters is a purely legal tribunal, bound to interpret the articles and rubrics of the church by the ordinary rules of construction and interpretation. The Court are not bound—indeed it is beyond their province—to pronounce upon the religious truth or falsehood of any particular proposition, but only to see whether, even granting it to be true, it contravenes any portion of the church's code. The vigorous denunciations which Mr. Purchas' condemnation will call forth will fall harmless on Lord Hatherley and his colleagues. They cannot, nor is it their duty to attempt to harmonise the somewhat rigid formularies of the church with the ever-shifting phases of theological controversy. They have not to make the law. They have simply to interpret it, and in both Mr. Voysey's and Mr. Purchas' cases we believe them substantially to have interpreted it correctly. In the former instance, indeed, the defendant admits, in the frankest manner, the justice of the decision arrived at, though he complains of the reasoning of the committee. We have already discussed the judgment delivered in that case (*ante* p. 283), and we shall now

confine what we have to say to points involved in *Hebbert* v. *Purchas*.

These were six in number, but two require no remark. The charge of wearing "a certain cap called a biretta" during divine service was held not to be proved, and even had it been proved was of an insignificant and almost childish character. Nor was it proved that the defendant had caused "holy water" to be placed in his church for the use of the congregation. There remained four substantial charges, as to all of which Sir Robert Phillimore decided for the defendant, and as to all of which his decision has been reversed. First, it has been declared illegal to "administer wine mixed with water" to the communicants instead of wine, and thus a final conclusion has been come to on the "mixed chalice" controversy. Having regard to the previous case of *Martin* v. *Mackonochie*, we should certainly have been surprised had the Court taken the contrary view. There the Dean of Arches had already pronounced that water might not be mixed with wine *during the service*; but he suggested that if the mixture took place *before* the service, the *administration* of the mixed chalice would not be unlawful. This somewhat singular suggestion was acted upon by Mr. Purchas; but in fact there was no foundation for it, and it was dismissed by the committee very briefly. The rubric speaks of "wine" only, and they concur with Sir. R. Phillimore that to mix water with the wine during the service would be an unlawful addition to or variation from the ceremonies prescribed in the Prayer-book; and they found themselves unable "to arrive at the conclusion that if the mingling and administering in the service water and wine is an additional ceremony, and so unlawful, it becomes lawful by removing from the service the act of mingling, but keeping the mingled cup itself and administering it." It will be noticed that by adopting this line of argument, they, by implication, confirm ten Dean of Arches' judgment as to the mixed chalice in *Martin* v. *Mackonochie*. Hitherto that question had not been raised in the Privy Council, as upon it there was no appeal in Mr. Mackonochie's case. The Church Association were, of course, satisfied with the decision that the practice there complained of was illegal, and the Dean's suggestion as to the lawfulness of a previous mixing was not capable of being made the subject of appeal. Most people will agree with the committee that their prohibition of this preliminary mixing of the water with the wine is of small importance. The practice has never prevailed in any church either in the East or West, and it would in all probability never have commended itself to any great number of clergy even had it remained uncondemned.

The second charge to which we have to refer is the use of wafer bread. This is a question of much difficulty. The rubric of the first Prayer-book of Edward VI. (1549) ordered that "for avoiding of all matters and occasions of dissension" the bread should be "unleavened and round, as it was afore, without all manner of print, and something more larger and thicker than it was, so that it may be aptly divided in divers pieces." The second Prayer-book (1552) contains a differently worded direction, which is repeated in all subsequent books, including the one of 1662, which is now in force, and is in these terms:—"And to take away the superstition which any person hath or might have in the bread and wine, it shall *suffice* that the bread be such as is usually to be eaten at the table with other meats, but the best and purest wheaten bread that can conveniently be gotten." These words certainly might well be construed to be permissive and not obligatory, especially as by an injunction of Elizabeth, issued in 1559, the sacramental wafer was positively ordered. The Dean of Arches, having regard to the fact that in the third Prayer-book, that of 1559, the rubric in the second was repeated, treated, and was, as it seems to us, justified in treating the injunction as *contemporanea expositio*. The Judicial Committee, however, think that the rubric contains a *positive* direction to use the usual bread. The wafer, therefore, as well as the mixed chalice, must in future be disused.

Our readers will observe how stringently in these particulars the Court apply the well-known rule laid down in *Westerton* v. *Liddell* (Moore at p. 187):—"In the performance of the services, rites, and ceremonies, ordered by the Prayer-book, the directions contained in it must be strictly observed; no omission and no addition can be permitted." It will be seen that it is applied with equal stringency in the consideration of the remaining charges which relate to the position of the minister at the table during the prayer of consecration, and to his dress.

The point of position Sir R. Phillimore considered to be settled by *Martin* v. *Mackonochie* (L. R. 2 P. C. 365, 17 W. R. 187). There the Court held that the words "standing before the table" in the rubric immediately preceding the consecration prayer, apply to the whole sentence, which is in these terms:—"When the priest, standing before the table, hath so ordered the bread and wine, that he may with the more readiness and decency break the bread before the people, and take the cup into his hands, he shall say the prayer of consecration as follows." But the committee in the case of Mr. Purchas have come to the conclusion that the previous decision applies to the minister's *posture*, and not his *position*. He must stand, and not kneel (as Mr. Mackonochie was in the habit of doing at certain parts of the prayer), and the words apply to the whole sentence only so far as to make it necessary to recite the whole prayer standing. The question of position was left open, they think, and now is to be decided as *res integra*. In the result the judgment on this point is adverse to Mr. Purchas. The words "before the table" do not mean "between the people and the west side of the table." The last words are a "mere assumption." The north side (not as many writers on ceremonial have maintained, the north end of the west side), is now declared to be "the proper place for the minister throughout the communion office, and also whilst he is saying the prayer of consecration;" and the expression "standing before the table" does not, as Wheatley supposes, of necessity send the celebrant to the west side to order the elements, but simply sets him free from the general direction to stand at the north side, for the special purpose of ordering them. The ritualist clergy will probably be more pressed by the veto thus placed on their position while celebrating with their faces to the east and backs to the congregation, than by any other part of this very searching and unfavourable judgment. Indeed, it will be necessary for them to remodel their mode of celebrating the communion entirely, and devise some other method of symbolising their distinctive doctrines.

There remains the vestment question, on which a few words must be said. And here the Court seems to us to have somewhat departed, to the prejudice of the defendant, from the canon of construction contained in *Westerton* v. *Liddell*. The whole controversy turns on the true interpretation of the prefatory note on ornaments, commonly known as the "ornaments rubric," which is as follows:—"And here it is to be noted that such ornaments of the church, and of the ministers thereof, at all times of their ministration, shall be retained and be in use as were in this Church of England by the authority of Parliament, in the second year of the reign of King Edward VI." Now, *Westerton* v. *Liddell* has decided that the words "authority of Parliament" refer to the first Act of Uniformity, giving Parliamentary effect to Edward VI.'s first Prayer-book. The inquiry, therefore, would at first appear to be a very simple one, and the lawfulness of Mr. Purchas' albs, tunicles, chasubles, &c., to depend upon whether they are included among the ornaments of the minister prescribed by the first Prayer-book; and if this be the true test, no doubt the Dean of Arches was right in allowing their use, for they are expressly mentioned and ordered to be worn in that book. The promoter, however, contended for a much narrower interpretation of the note. It must, he argued, be limited to ornaments which were *retained* and in use in 1662, when the present Prayer-book was put forth. Between

1549 (the date of the first Prayer-book) and 1662 all dresses except the surplice had been disused. As to this there is no dispute, but mere desuetude does not abrogate a law, though perhaps it furnishes an excuse for not obeying it. But further; between the two dates the vestments had become, according to the promoter's argument, absolutely illegal, by the exercise of the legislative power given to the Crown by 1 Eliz. c. 2, s. 25, under which, in 1565-6, advertisements were issued having the force of law, providing a "comely surplice with sleeves.' Whether these advertisements were ever duly and formally issued is a doubtful matter, but the Judicial Committee, applying the principle, "omnia presumuntur rite esse acta," and having regard to the fact of their being recognised in the canons of 1603-4, accept them as having been of legal obligation. The conclusion, on that assumption, was inevitable, for the words of the ornament rubric do not suffice to *revive* ornaments lawfully set aside, even although they may have been actually used in the second year of Edward VI.

All the substantial charges, therefore, against Mr. Purchas have been held proved. It is to be lamented that no argument on his behalf, at all events as to the vestments, was addresed to the committee. Had both sides been heard the decision would have carried more weight, and, not improbably, might have been the other way. The opportunity has been lost, and it will be difficult, if not impossible, to reopen the discussion on a future occasion.

Mr. Purchas, we presume, will be admonished with all despatch to desist from the practices now declared to be illegal. In the event of disobedience it will be competent to the Judicial Committee either to attach him for contempt, or, as in the recent case of Mr. Mackonochie, to suspend him from his office. We observe that last week a *gravamen* was presented to Convocation, to the effect that the committee have no power to suspend a clergyman for disobedience to one of their decrees, and that, therefore, Mr. Mackonochie's suspension was unlawful. This is an error, and rests on a mistaken view of the cumulative powers of attachment for contempt conferred on the Court by the 6 & 7 Vict. c. 38. The Court, while they acquired additional authority by that statute, still retain the powers of the old Court of Delegates, who were, until 1832, the final court for ecclesiastical appeals; and that that Court could suspend there is no doubt, although there do not appear to be any instances of their having in fact exercised their power of doing so in order to enforce obedience to their decrees, although they frequently exercised it for various purposes during the progress of ecclesiastical suits.

THE RECENT STOCK EXCHANGE DECISIONS.

Considering the very numerous decisions which have been given since 1866 in all the superior courts in England and in Ireland, upon the question of what is the legal effect of a sale of shares on the Stock Exchange, carried out in the ordinary manner,—it might have been thought that every plausible view had at all events been suggested. It is therefore somewhat surprising to find an entirely new view now started, and perhaps still more surprising that it is extremely difficult, if not impossible, to answer, satisfactorily, the reasoning by which this view is supported. The view to which we refer is advanced by Mr. Justice Blackburn in the judgment recently delivered by him in the case of *Maxted* v. *Paine* (second action), in the Exchequer Chamber. The judgment may shortly, and we think not inaccurately, be described as showing that, if the view of the learned judge is correct, the reasons on which almost all the other cases have been decided were all wrong. In many of the cases, as in the actual case in which the judgment was delivered, in which the majority of the judges in the Exchequer and Exchequer Chamber arrived at the same result, as between the parties, as Mr. Justice Blackburn did, it would probably happen that either view of the real nature of the transaction might give the same result, and of course in cases resulting in favour of the defendant this is the more likely. Mr. Justice Blackburn's view is that when the ordinary transaction resulting in the delivery of a ticket on the name day has been gone through, and fifteen days (the time named in the rules for objections) hasgone by, there is a novation, that is to say, a new contract, substituted for, and not in addition to, the contract or contracts entered into between the intermediate parties. So far there is no great novelty; but he goes on to add that this new contract is not necessarily between the seller and the person named in the ticket, but is between the holder and the issuer of the ticket—that is to say, between the two members of the Stock Exchange who are brought together by the ticket, and who, in the ordinary case, would be the brokers of the ultimate purchaser and of the seller. He treats the holder and the issuer of the ticket as either actual principals, which of course they occasionally are, or agents for undisclosed principals, and, as such, personally liable. Where they have real principals these principals are also, of course, parties to the contract, and liable accordingly.

The proposition which seems the foundation of the reasoning by which this view is supported, is that upon an ordinary contract of sale and purchase of shares, independently of any rules of the Stock Exchange, a purchaser would not be bound to take a transfer in his own name, but might request the transfer to be made to a nominee; and that if he did so, the seller could not object, as the effect of the transaction would not be in any way to relieve the real purchaser from any liability he had come under by his contract. This is certainly contrary to a *dictum* of Lord Cairns in *Coles* v. *Bristowe*, which, however, may not have been very attentively considered, since it is introduced rather as an illustration than as essential either to the decision or to the reasoning on which it is based. Granting this first proposition, it follows that a member of the Stock Exchange passing a ticket in the ordinary form, on which there is a statement that he himself will pay a certain sum for the transfer of certain shares to a person named, does not disclose his principal or otherwise exclude his own liability as principal to the person who accepts the ticket and becomes the transferor of the shares. Upon the transferor accepting such a ticket, acting upon it, and receiving the price from the issuer of it, it is pretty clear that a contract is made with some one, and this has been admitted or decided in almost all the cases. That contract, however, has always been considered to have been made with the nominee on the ticket, and it is, we believe, now for the first time suggested that there may be a new contract, but not with the nominee. In most of the cases, however, the nominee on the ticket was the real principal of the issuer of it, and then, of course, the contract would be made with him, though the agent would also, in Mr. Justice Blackburn's view, be liable upon it. In a case where the name on the ticket was not that of a real principal, either as being the name of a person whose authority had been exceeded, as in *Maxted* v *Paine* (first action), or as being the name of a mere irresponsible trustee for the real principal, as in *Maxted* v. *Paine* (second action), and *Castellan* v. *Hobson* (18 W. R. 731); there, according to Mr. Justice Blackburn's view, there would be a contract, but it would be with the issuer of the ticket—that is, the broker. In the first case no one else would be liable; in the second case the real principal would also be liable, and perhaps if it were worth any one's while to try and make him so, the trustee named, if he had authorised his name being passed, might be liable also. In the recent cases it has been usually assumed that there is a process provided by the rules of the Stock Exchange by which the name given can be objected to, and if Mr. Justice Blackburn's view of the transaction is correct, this would seem to be unnecessary, because the vendor has little or no interest in

the name of the transferee. It is the issuer of the ticket to whom he has to look, and in whose solvency he has most concern. Mr. Justice Blackburn thinks, however, that this power of objection, and the nature of it, are not very clearly made out, and we believe he is right in saying that at all events it is merely theoretical, and has never been acted on. The alleged custom in this respect was, we believe, first suggested in cross-examination of the witnesses in *Coles* v. *Bristowe*, and it has been made much of in the cases by judges who were anxious to support, if possible, the Stock Exchange usage as understood by the members, and at the same time to put some construction upon the usage which should be so far reasonable as not to leave the outside public entirely at the mercy of the members of the Stock Exchange with whom they dealt.

All the other judges who took part in the decision of *Maxted* v. *Paine* in the Exchequer Chamber, except Mr. Justice Lush, who dissented altogether, gave judgments in favour of the defendant as well as Mr. Justice Blackburn. Their reasons, however, were different, though perhaps not entirely inconsistent with his view. They only decide that the jobber was not liable, without going so fully into the matter, and without clearly deciding who would be. Thus Mr. Justice Blackburn's judgment at present represents only his individual opinion. Inasmuch, however, as his views will certainly be much discussed if not adopted in any future cases, it may be useful to notice the recent cases shortly with a view of pointing out what in each is binding authority as essential to the decision of the case, and what is merely opinion of the judges not necessarily binding on others. The considerations as to the nature of and the parties to the contract,—which admittedly is made when the ticket is accepted, the transfer executed to the nominee and accepted by the buying broker, and the prices are all paid,—need not, of course, be solved in order to decide whether or not the intermediate parties are released. It might be that although there was a new contract, it was merely additional to the first one and not substituted for it. Such a substitution could only take place by the consent of the parties to the original agreement, though this consent need not be expressly given, but may be contained in the original agreement as part of its terms. The decisions in *Grissell* v. *Bristowe* (Ex. Ch.) and *Coles* v. *Bristowe*, (Lord Justices) 17 W. R. 123 and 105, must be taken as deciding that although it is contemplated by the parties to the ordinary contract of sale of shares on the Stock Exchabge, and is a part of their bargain, that the vendor shall be relieved from the liability to the burthens imposed on the owner of the shares, and shall be indemnified therefrom; yet it is also contemplated, and a part of the bargain, that this liability is not necessarily to be assumed by the first purchaser (in the ordinary case the jobber). The latter may perform his contract without himself becoming liable to indemnify the vendor. What it is that he must do, to perform his contract and thus escape this liability, has been variously stated by the judges. In the majority of cases, however, the jobber has been held not liable to indemnify the vendor—that is to say, he has been held to have performed his contract; and, therefore, these cases do amount quite to binding decisions as to what the contract is, but they merely decide that what the jobber did in the particular case was a performance. Thus, Messrs. Bristowe's cases are binding decisions (until adjudicated on by the House of Lords) to the effect that if the jobber tenders a name of a willing purchaser of the shares to which no reasonable objection can be made, and that name is in fact accepted, the jobber's contract is performed. The present case (*Maxted* v. *Paine*, second action), as decided by the majority of the Court, shows further, that although the name is not that of a real purchaser, and objection might reasonably have been made to the name, yet if the nominee assents to his name being given, and no objection is in fact made by the vendor within fifteen days, but the transfer is executed to the nominee, the jobber's contract is performed. In the opinion, however, of the dissenting judges (Lush, J., and Cleasby, B.), the contract is not performed unless the name is that of a real purchaser. In *Maxted* v. *Paine* (first action, L. R. 4 Ex. 81), the Court of Exchequer held that where the person whose name was given had not authorised it, the jobber's contract had not been performed, and that the acceptance of the name did not alter this. This decision is not overruled by the decision of the Exchequer Chamber in *Maxted* v. *Paine* (second action), as pointed out by Mr. Justice Blackburn, because although it is not in accordance with his own opinion, yet it is not inconsistent either with the actual decision or with the opinions of the majority of the Court. *Cruse* v. *Pain* (17 W. R. 1033) was the case of a contract where registration was guaranteed, and on this ground the jobber was held liable. *Castellan* v. *Hobson* (18 W. R. 731), decided by Lord Justice James when Vice-Chancellor, was a case in which the real ultimate purchaser, who had given in the name of his clerk, to whom accordingly a transfer had been executed, was held liable. Both the decision of this case, and the reasons on which it is based, are quite in accordance with Mr. Justice Blackburn's views, inasmuch as the defendant Hobson was the real principal of the issuer of the ticket. Although, however, the reasons for the judgment are quite consistent with Mr. Justice Blackburn's view, yet they were not quite the same. The matter was not so fully gone into. The liability was based on the equitable ownership of the defendant, and the question of what contract he or his broker had entered into was not fully discussed. We cannot say, therefore, whether Lord Justice James would adopt Mr. Justice Blackburn's view, if a case came before him. It seems, however, rather likely that he would. *Allen* v. *Graves* (18 W. R. 919), in the Queen's Bench, was a case, the point of which it is difficult to put shortly, where the defendant, who had "taken in shares for the account," was held liable to indemnify the registered holder. In this case an informal ticket had been passed, and negotiations had taken place, upon which the case really turned, and it cannot be considered as laying down any principle of general application. *Davis* v. *Haycock* (17 W. R. C. L. Dig. 112), in the Exchequer, was a case which turned on a question of pleading, upon which the judges were equally divided. In the opinion of two judges it was a precisely parallel case at common law to *Hawkins* v. *Maltby* (16 W. R. 209). It was held by these two judges that even if the parties, between whom in the first instance there had been no privity, had been so brought together that a new contract had been made between them, such a contract had not been declared on. The other two judges thought there was such a contract, and that it was sufficiently declared on. *Bowring* v. *Shepherd*, decided on the 3rd of February, in the last sittings of the Exchequer Chamber, on appeal from the Queen's Bench, where it had been decided without argument on the supposed authority of *Davis* v. *Haycock*, was also the simple case of first seller against ultimate purchaser. It was held that the latter was liable. It is probable that there may be dicta in the judgment contrary to Mr. Justice Blackburn's view, but the decision, as that in *Castellan* v. *Hobson*, is strictly in accordance with it, as the defendant was the real principal of the issuer of the ticket. A case of *Crabb* v. *Miller* was decided by Vice-Chancellor Stuart on the 27th of January last, which, so far as we know the facts, seems inconsistent with *Maxted* v. *Paine* (first action). Possibly, however, when fully reported it may prove distinguishable.

It will be seen that the result of these cases is practically to shift the liability from the jobber. He is only liable if he guarantees registration, if he fails to give a ticket on the name day, or if he gives a ticket which is reasonably refused. Of course, however, a jobber may himself be the issuer of a ticket, and then, according to Mr. Justice Blackburn, he would be liable. It is equally clear now upon the cases that the real buyer can be

made liable. The extent of liability of the brokers is still somewhat in doubt. According to the views of the greater number of judges, the name tendered should be considered, and its too hasty acceptance is a most serious matter. If so, as we pointed out when the decisions in *Grissell* v. *Bristowe* and *Coles* v. *Bristowe* were given, the selling broker, accepting without inquiry a bad name, may be liable to his principal for negligence. Again, according to Mr. Justice Blackburn, the buying broker, as the issuer of a ticket, is liable to indemnify the transferor. In the case, however, of his having a real solvent principal, his liability will be nominal only, as his principal will also be liable, as well as himself, to the vendor, and in case he and not his principal is sued, his principal will be liable over to him. It must be acknowledged that this last result puts the liability in the right place. Brokers have the means of knowing who their clients are, and if there is to be any loss in consequence of shares being bought for persons who are unable to discharge the liabilities attached to them, the brokers who buy for such persons ought to suffer the loss, rather than the jobbers or vendors of the shares who have no practical means of knowing anything about the purchasers.

RECENT DECISIONS.

EQUITY.

RESCISSION OF CONTRACT.

Dunn v. *Vere*, V.C.B., 19 W. R. 151.

This case calls our attention to a vendor's remedy, in case of breach of contract, which is not often resorted to. In general, a decree for specific performance is sufficient to compel the purchaser to find the money. But occasionally that may fail, and the usual mode of enforcing the decree may fail also, or appear not worth the exercising. The vendor may then ask to have the estate re-sold, to realise his lien, or he may, as in the present case, move for a rescission of the contract. The previous authorities for this latter course appear to have been three. In the first of them, *Foligno* v. *Martin* (16 Beav. 586), the contract was rescinded, and the bill was by consent dismissed, without costs. In the next case of *Sweet* v. *Meredith* (11 W. R. Ch. Dig. 118, 4 Giff. 207), the defendant was ordered to pay the costs of the application, and the contract was rescinded, and further proceedings were stayed, except as to any application which the plaintiff might make for assessing the damages to be paid to him by the defendant. In the third case of *Simpson* v. *Terry* (34 Beav. 423), the order was the same, with the omission only of the clause as to applying for damages. The plaintiff probably did not care for its insertion, having found all efforts to obtain money from the defendant unavailing. Indeed, with respect to the case of *Sweet* v. *Meredith*, in which the clause was inserted, we have searched both the reports and the registrar's books, but can find no trace of its having been acted upon. In the case of *Dunn* v. *Vere*, which we are considering, there was the additional circumstance of a deposit having been paid by the defendant to the plaintiff. The defendant, who appeared in person, asked for its return, but the Court declined to make any such order. As the amount of the deposit was only £40, it was not likely to exceed the amount of the damages sustained by the plaintiff, which would be at least all the costs of the suit. Had it been greater, it may be doubted whether the Court would have allowed the plaintiff to retain the whole of it. From the remarks made by Vice-Chancellor Giffard in *Tennant* v. *Trenchard* (L. R. 4 Ch. 540, n.) it would appear that his Honour considered the right of a vendor to cancel a sale as resting on the principle of enforcing his lien by foreclosure. If this is the case, a deposit would be retained in all cases as a matter of course, but it ought then to be open to the purchaser to ask for a re-sale of the property, on the same terms as an ordinary mortgagee, and time ought also to be given before the order was made absolute. Neither of these last-mentioned incidents have, however, ever been admitted, and it is probable that the right to rescind rests on the more general principle that, in such a contract, performance on the vendor's part is necessarily conditional on performance on the purchaser's part within a reasonable time. In the present case an order was made in the terms of the notice of motion, which appear to have been substantially the same as in *Simpson* v. *Terry*.

COMMON LAW.

NEGLIGENCE—LICENSEE—MISFEASANCE BY DEFENDANT'S SERVANT.

Tebbutt v. *Bristol and Exeter Railway Company*, Q.B., 19 W. R. 383.

This case illustrates several points in the law of negligence; the main point decided being shortly this, that a person upon the defendant's premises, as a licensee, in the sense that he was not there upon their business or for their profit, was held entitled to recover for an injury caused by a negligent misfeasance of a servant of the defendant in the course of his employment. The Court expressly refrained from deciding whether he could have recovered for an accident caused merely by the state of the premises on which he went; thus, again, suggesting as has been done in several cases, that there is a difference as to the liability to licensees for acts of omission and commission. The point, however, for which the case is most worth notice is, that it brings prominently forward the principle that a master is responsible for all direct injuries caused by his servants when acting in course of their employment, except in cases where the person injured can be considered to have taken on himself the risk. This has been frequently explained to be the principle of exemption from liability for injury of one servant by his fellow-servant, and in *Fletcher* v. *Rylands* (14 W. R. 799, L. R. 1 Ex. 286, 287), Blackburn, J., explains the defence of inevitable accident in collision cases on similar grounds. We are not aware, however, that it has ever been more explicitly stated than by Lush, J., in delivering the judgment of the Court in this case, that all the exceptions to the general rule may be considered to come under one head.

REVIEWS.

The Law of Negligence, being the First of a Series of Practical Law Tracts. By ROBERT CAMPBELL, M.A., Advocate (Scotch Bar), and of Lincoln's-inn, Barrister-at-Law. London: Stevens & Haynes. 1871.

We have had occasion once or twice lately, in reviewing other works on this subject, and in commenting on cases, to notice the want of a scientific treastise on the law of negligence. Mr. Campbell's tract will do much to supply the want. He deals with the subject on scientific principles, and by so doing has contrived to produce a little work not, of course, faultless, but which we can highly commend to all who desire instruction upon it. In no class of cases has so much confusion been introduced by inaccurate and ambiguous language from the Bench and the Bar as in negligence cases. The term negligence itself is used in at least two different senses, while the expression "gross negligence" has been distinctly misapplied (as is well pointed out by Mr. Campbell at pages 11 and 53), until at last it has been said that it means, as undoubtedly it does in many places where it will be found used in the reports, merely ordinary negligence with a vituperative epithet. Mr. Campbell does much to get rid of the confusion thus introduced by bringing forward prominently the indisputable proposition that negligence is necessarily a relative term, to be measured in each case that arises by the correlative duty. He classifies his cases according to the duty imposed, which in our opinion is by far the best way of treating the subject. We may notice also shortly, in order to testify our approbation of them, the author's remarks at pages 13 and 14 as to the distinction, ordinarily brought far more prominently forward than it is by him, between cases

where the primary duty arises from contract and where it does not. In reference to *Winterbotham* v. *Wright* (10 M. & W. 109), he makes a suggestion, which, we think, is clearly well founded, although, possibly, he is right in saying that in making it he is wandering beyond the bounds of actual decision—viz., that the want of privity of contract does not necessarily imply that there is no duty between the parties, but merely negatives any warranty, express or implied, which the terms of the contract may import between those who are privy to it. We have said that the work is not faultless, and we proceed now to point out what we consider to be some faults. In so doing at some length we wish not to convey the impression that the faults are numerous, so much as that the general character of the work, though its pretensions are slight, is so good as to make it worth a somewhat minute criticism. In the first place we fear that the nature of the language used may induce any person glancing over the book to think it not what it purports to be—a "practical" law tract. The use of Roman law terms is extremely frequent, but a complaint of this alone would not be well founded, as they certainly assist much in the elucidation of the subject. The use of such words as "desiderate" and "exigible" is, however, objectionable. We notice, also, that several propositions of importance, and, indeed, some of the most valuable remarks in the work, are relegated to notes instead of appearing in the text.

Passing now from points of form to those of substance we must observe that though Mr. Campbell has satisfied us that he thoroughly appreciates the principles of the branch of law on which he writes, we do not think he seems very familiar with English pleading. He does not directly notice the subject, but the only instances in which we can detect anything which we consider a mistake are in the remarks he makes as to cases which really turned either on points of pleading or on the *onus probandi*, and are no authorities, as he seems to think them, on principles of liability. We refer to the remarks on *Kearney* v. *London, Brighton and South Coast Railway* (18 W. R. 1000, L. R. 5 Q. B. 411), *Scott* v. *London* (quoted, by mistake, as Liverpool) *Dock Company* (3 H. & C. 596), *Collis* v. *Selden* (16 W. R. 1170, L. R. 3 C. P. 495), *Submarine Telegraph Company* v. *Dickson* (12 W. R. 384, 15 C. B. N. S. 759). We do not think any of these cases quite warrant what Mr. Campbell says of them, and certainly *Scott* v. *London Docks* does not. The epigrammatic judgment delivered by Erle, C.J., in that case has often been misunderstood. The explanation of the case is to be found in the remark of Blackburn, J., during the argument, to the effect that where the circumstances are more within the knowledge of one party than the other, it is for that party to explain them rather than his adversary, even although the general burden of proof rests on the latter. The Court never meant to say that there was any duty on the defendants absolutely to restrain their sugar-bags from falling on the plaintiff, but merely that as the defendants ought to know, and the plaintiff could not know how the bags came to fall, it was sufficient for the plaintiff, in order to make a *primâ facie* case, to prove the falling, leaving to the defendants to explain the circumstances. If the defendants chose not to explain a presumption against them clearly arose; but if, upon the circumstances being explained, it should turn out that it was an inevitable accident or attributable to any other cause than the carelessness of the defendants' servants, the defendants would not have been held liable. In fact, this was what took place on the second trial, when the defendants called evidence, and obtained a verdict which was never disturbed. Again, we are not quite sure that Mr. Campbell is right in saying that the distinction taken in some cases between the liability for acts of omission and commission rests on any rational ground. He is doubtless right in the case he puts of a trap, which is an exception to the general rule of non-liability to a mere licensee for acts of omission, but which is not sufficient in our judgment to show that the rule does not exist. This point has received further illustration since Mr. Campbell wrote from *Tebbutt* v. *Bristol and Exeter Railway* (19 W. R. 383). The ground on which the distinction rests seems to be this—that an injury by an act of commission is *primâ facie* a trespass, and in such cases there is as explained by Blackburn, J., in *Fletcher* v. *Rylands* (14 W. R. 799, L. R. 1 Ex. 279), a *primâ facie* liability. Even inevitable accident affords no defence unless the relation of the parties is such that the injured party is to be considered as having taken upon himself the risk of such injury. A person availing himself of a licence to go on the premises of another is held to take on himself the risk of dangers arising from the state of the premises, except concealed dangers in the nature of traps, known to the occupier, but not reasonably capable of detection by the licensee. As to these there is a duty on the occupier to give warning. There is, however, no foundation for saying that a licensee, or even a trespasser, takes on himself any risk from acts of commission.

We were also disappointed at the meagre way in which Mr. Campbell treats the doctrine of contributory negligence. Considering that almost all cases that come before the Courts involve a consideration of the doctrine, we think that in a practical law tract it deserves more than two pages. Besides its practical importance theoretical questions of much interest are raised by the doctrine. We should have been glad to know whether Mr. Campbell holds the American doctrine (see Shearman, pp. 42 and 43), that the rule as to contributory negligence is based upon a sort of personal and penal disqualification of the plaintiff, imposed on grounds of public policy, and in analogy to the laws against suicide and vagrancy, or whether he agrees with our view that it is a corollary from the proposition that a plaintiff, in order to recover, must prove damage to himself caused by the defendant's breach of duty. Where the fault of both parties contributes to the result, the maxim "In pari delicto potior est conditio defendentis" applies, and the plaintiff fails. We have called this a theoretical question, but it is also one of considerable practical importance, because upon it appears to depend the true solution of the question which arises in almost every difficult case at Nisi Prius—viz., whether the judge may nonsuit where contributory negligence is disclosed by the plaintiff's case or whether he must leave it to the jury. We infer that Mr. Campbell holds our view on this matter, but his remarks on the subject are so short, that we do not feel sure.

We presume from this being styled the first of a series of practical law tracts, that Mr. Campbell is about to devote his attention to other subjects, which, from the success of his first attempt, we shall expect to see him elucidate considerably. If, however, he should ever find time to expand this tract on the law of negligence (which consists only of 75 pages of text, with a further 36 of index) into a complete treatise, we shall expect to find it one of the most satisfactory text-books on English law.

COURTS.

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Feb. 22.—*Dunn* v. *Rigby and Wife.*

Married Women's Property Act, 1870—*Judgment against wife for debt incurred by her prior to marriage.*

This was a claim by an undertaker for the expenses of the funeral of the female defendant's former husband. The male defendant pleaded his non-liability on the ground that his marriage had taken place since the passing of the Act of last year. The date of the Act was August 9, and the date of the marriage as shown by the certificate was August 11.

Mr. PITT TAYLOR said that was only an answer to the action as far as the male defendant was concerned, and his name would be struck out as defendant, and retained only to identify the female defendant, who would be described as "Rigby, wife of Rigby, formerly Robertson, widow." The judgment would be against the female defendant, who would thus, although a married woman, have all the advantages of being a *feme sole*. The judgment could be enforced against her alone, and it might be that she would be sent to prison for non-payment. That, however, would depend on circumstances not before the court at present.

BRADFORD.

(Before W. T. S. DANIELL, Esq., Judge.)

Feb. 7.—*Re Selby and Drummond.*

Proof in bankruptcy.

This case arose out of the bankruptcy of Messrs. Selby & Drummond, the trustee having objected to the proof of the Bradford Old Bank (Limited), to the extent of £600.

Selby and Drummond were trading in partnership. It appeared that Selby's wife was entitled to a reversionary interest (not settled to her separate use) in one third of a sum of stock after her mother's death. In order to obtain money to carry on the business, Mrs. Selby and her husband joined in an assignment to the Bradford Old Bank (Limited) of Mrs. Selby's interest in this stock. This reversionary interest fell in on the 21st July, 1870. In August last Drummond absconded, and on the 2nd of September the firm were adjudicated bankrupts. At the time of the adjudication the firm were indebted to the bank to the extent of £1,944 1s., and the bank held as security against this advance the assignment alluded to and a bond of a third party for £500. The first meeting of creditors was held on the 16th of September, and the trustee was then appointed. The accounts were not filed by the bankrupt Selby before the 20th of October, and the bank in the meantime, and before the trustee had any opportunity to examine their proof (which had been filed at the first meeting for the purposes of voting) applied to the trustees of the property to which Mrs. Selby was entitled, to sell out, and pay them the money realised by such sale. The trustees of the property then applied to the trustee in bankruptcy for his consent to the sale, and he, finding the bank was absolutely entitled, gave his consent, and informed the bank that he had done so. On the 12th January, 1871, the trustees of the property wrote to the trustee in bankruptcy, informing him the money was paid to the bank, and the trustee in bankruptcy then personally saw one of the managers of the bank, and asked him to place the money so received to the credit of the account of the bankrupts, and reduce the proof by that amount. The manager declined, and the trustee on the same day served him with notice of objection to the proof, on the ground that he had realised his security, and, therefore, should place it to the credit of the account. The bank now applied to the Court, contending that the trustee's notice should have stated the grounds of objection; and that they were entitled to take dividend on the whole amount of their proof filed.

Mr. Robinson (Terry & Robinson), for Mr. Kemp, the trustee.

Thompson, instructed by Messrs. Taylor, Jeffery, & Little, for the Bradford Old Bank (Limited).

Cur. adv. vult.

Feb. 14.—Mr. DANIELL.—In this case both debtors were adjudicated bankrupt on the 2nd September, 1870, and the first meeting was held on the 19th. The bankrupts had a trade account with the Bradford Old Bank (Limited) at the time of the bankruptcy, and were indebted thereon in the sum of £1,944 1s. On the 16th September the bank filed their proof of debt with the registrar, claiming to be creditors on the joint estate for £1,944 1s., and at the meeting of creditors the bank by their proxy attended and voted. The proof remained on the file without notice of objection until the 12th January, 1871, on which day the trustee gave the bank notice that he rejected to the extent of £600 their claim against the estate, and that he should exclude them from dividend in respect thereof. The notice was in the form 126 appended to the rules. On the 24th January notice was given by the bank calling on the trustee to show cause why he did not in his notice state the ground of his rejection, and why a dividend should not be paid on the whole amount of the proof. By rule 72 the trustee in bankruptcy is required in case of rejection to give notice in writing to the creditor, stating the grounds thereof. By rule 313 the trustee in liquidation, in giving notice to the creditor of the rejection of his proof, is not required to state the grounds of rejection, and form 126 is in accordance with rule 313. There does not appear to be any form applicable to rule 72. The trustee having under these circumstances been required by the Court to state the ground of rejection, Mr. Robinson, on his behalf, stated the ground to be that the bank held a security for part of the debt to the extent of £600 on the separate estate of Selby, and which security they had since realised, and therefore were bound to deduct. The ground being thus stated, Mr. Thompson, for the bank, declined to ask for an adjournment, stating he was prepared to prove the facts on which he relied. The facts were these. [His Honour stated the facts as above given.] On the 21st July, 1870, Mrs. Selby's interest became reducible into possession by Selby (subject to the wife's equity for a settlement).

The question how much or whether the whole of the fund should be made the subject of this equity is a matter for the discretion of the Court, to be exercised, according to the circumstances of each case. The general rule in the absence of special circumstances is to settle one half, and insolvency is a special circumstance. In the recent case of *Spirett* v. *Willows*, 14 W. R. 941, L. R. 1 Ch. 520, where there was insolvency, the Court settled £1,500 out of £2,000. What proportion it would be proper to settle in this case, or whether the whole, the Court has no sufficient means of judging; but to whatever extent the equity was enforced, the trustee's interest in the fund would be subject to those of the wife and children. The wife, however, in this case, has been advised to waive her equity in favour of the bank, and by a memorandum dated the 15th December, 1870, that equity was duly waived. On the 31st Dec., 1870, the trustees paid over to the solicitor of the bank, on their behalf, the sum of £554 1s., being the proceeds (after deducting expenses) of Mrs. Selby's one-third share of the fund, and this sum has been carried to a separate account at the bank, in the name of the solicitor.

On these facts it was insisted for the bank that upon the authorities prior to the Act of 1869 it was quite clear they were not bound to deduct their security, being a security, putting it at the highest, upon the separate estate of Selby, for the joint debt of the firm of Selby & Drummond, and *Re Plummer*, 1 Ph. 56, was relied on, and the several authorities referred to in Robson's Bankruptcy, p. 261 n., the latest of which is *Ex parte English American Bank* L. R. 4 Ch. 50. Mr. Robinson, for the trustee, contended that under the Bankruptcy Act, 1869, section 15, ss. 5, the bank must be considered as a secured creditor, contending that they held a mortgage on part of the bankrupt's estate for the sum due to them, because inasmuch as the surplus of the separate estate would form part of the joint estate, the security on the separate estate of Selby necessarily affected the joint estate by diminishing the surplus of the separate estate that would otherwise be available for the joint estate, and further contended that as the bank had actually realised the security, and received the proceeds before a dividend had been declared, and before the trustee had actually examined the proof, they were bound on that ground to give credit for the sum received before they could participate in the dividend.

I am of opinion that neither contention is sustainable. As to the first, it would be enough to say that the 16th section has no reference whatever to proof, but only relates to voting and the proceedings at the first meeting. If, however, the right of proof were affected, as contended, the effect would be to give the Act a retrospective operation, and thus destroy a vested right of property. By the 78th section the principles, practice, and rules theretofore acted upon in bankruptcy are maintained, and in bankruptcy administration of the property of partners their joint and separate estates are considered and treated as distinct estates, and this principle is not interfered with by the statute or rules, but on the contrary is recognised by both—by the statute, section 100 to 105; by trustees rules 76. The law and practice upon this point are so clear and well settled that I must express my surprise that any question should have been raised upon the subject. As to the second ground of objection, that is equally untenable. The liability of the bank to make the deduction depends upon the facts which existed when they made their proof. This proof was made on the 16th September, and at that time the joint estate was indebted to them in £1,944 1s. The fact that the bank, through their agent, received the proceeds of the security on the 31st December, and the trustee did not examine the proof until the 12th January, 1871, are wholly immaterial. The existence of the security was disclosed on the bankrupt (Selby's) accounts, which were filed as to the joint estate on the 20th October last, and as to the separate estate on the 27th October, and the security was referred to in both. The trustee is by rule 72 bound to examine the proofs already made as soon as conveniently may be after his appointment, and this proof might have been examined in November, and long before the security had been realised by the bank, and of course the trustee's delay could not be allowed to prejudice the bank. I may observe that although there is no form appended to the rules applicable to rule 72, the provision of that rule as to stating the ground of rejection is precise, and should in all cases in bankruptcy be followed. Why there should be a difference in liquidation is not apparent; perhaps it was an oversight, and may hereafter be corrected.

The order will be that the proof of the bank against the

joint estate stand for the sum of £1,944 1s., and that they be paid dividend accordingly, so that, nevertheless, they do not by means of such dividend and the moneys received under the separate estate receive more than 20s. in the pound. The trustee must pay the bank's costs of this motion, and be allowed them out of the joint estate. But this order is to be without prejudice to any question, as between Mrs. Selby and the bank, in respect of her right as surety, to the benefit of the proof for £1,944 1s., to the extent of £554 1s., or any part thereof.

LIVERPOOL.

(Before Serjt. WHEELER, Judge.)

Feb. 18.—*Re Dirom.*

Fraudulent preference.

The facts of this case are stated in the judgment.

Gully, (instructed by Messrs. Lace, Banner & Co.) appeared for Mr. Banner, the trustee.

Mybergh (instructed by Messrs. Bateson, Robinson, & Morris, for the creditors.

Mr. Serjt. WHEELER.—This was a motion on behalf of Mr. Harmood Walcot Banner, the trustee, for an order declaring a bill of sale given by the bankrupt on the 21st July last to Messrs. Newall and Clayton, of Liverpool, cotton brokers, fraudulent and void as a fraudulent preference, and that the proceeds of the sale of the furniture and effects comprised in such bill of sale should be paid over to the trustee, and that Messrs. Newall and Clayton should pay the costs of and incident to the motion and to the carrying out of any order made thereon, and that the furniture and effects, or the proceeds thereof, should be declared to be part of the bankrupt's estate.

It appears that on and prior to the 21st July last the bankrupt was a cotton broker in Liverpool, carrying on business in partnership with William Walton Thompson (also a bankrupt), under the firm of Brown, Hunter, & Co., and that the furniture and effects in question were at his residence in Alexandra-terrace. He was adjudicated bankrupt on the 13th September last, and before the 21st July last (the day of the date and execution of the bill of sale) the bankrupt is shown to have been insolvent. It appears further from the affidavit of Mr. Bell, the bankrupt's clerk, that about four o'clock in the afternoon of Thursday, the 21st July last, the bankrupt left his place of business in Liverpool, and since that time has never been seen at his office, or so far as he knows or believes, in Liverpool. It seems, moreover, that subsequently to that day numerous creditors called at the bankrupt's place of business for payment of their debts, for which of course no provision had been made, and Mr. Bell, acting upon the instructions of the bankrupt, stated to the parties that he believed the bankrupt had gone away to Cuba. On the 25th of last July, four days after the execution of the bill of sale, the mortgagees took possession of the furniture and effects, and on the 9th of the following month sold them, the net sum realised being upwards of £1,034, which sum is now in their hands, they claiming to be entitled to retain it under their bill of sale. The transaction out of which the present controversy arises took place on the 28th March, 1867, and on that day the mortgagees advanced to the bankrupt £2,000 in consideration, as is said, of his executing in their favour when called upon, as security for the payment of the money and interest half-yearly, a mortgage of his house and premises, Alexandra-terrace, and a bill of sale of his furniture and effects therein. On the 4th July, 1867, the mortgagees instructed their solicitor, Mr. Bateson, to prepare *inter alia* (such is the language of that gentleman's affidavit) the necessary bill of sale to carry the agreement into effect, and a bill of sale was prepared accordingly, and remained in the possession of the solicitors, but it was never executed. With respect to the arrangement for a mortgage of the house, I may be probably be right in assuming—for the affidavits of the mortgagees and their solicitor are silent upon the subject—that such mortgage was duly executed in or about July 1867, and that the necessary documents for that purpose form the "*alia*" to which Mr. Bateson refers in his affidavit. It is scarcely necessary to say that this mortgage, unlike the bill of sale, would involve no publicity, and therefore possible injury to the bankrupt's credit in the cotton market, because it did not require registration. As to what occurred in July last Mr. Bateson's statement is, in effect, that on the 20th of July, 1870, the bankrupt called at his office and informed him that he was prepared to sign the bill of sale, pursuant to his agreement; that deponent therefore caused search to be made for the bill of sale, and found that the stamp thereon had been allowed, and the document itself given up to the Stamp Office; that he accordingly had another bill of sale prepared, and in accordance with his instructions from Newall & Co. he procured the bankrupt's signature thereto. The facts, then, as gathered from the affidavits, show that there is an interval entirely unaccounted for from the 14th July, 1867—when Mr. Bateson received his instructions from the mortgagees to prepare a bill of sale—to the 20th July, 1870, when he received fresh instructions from the bankrupt to prepare a renewed bill of sale, the stamp upon the original bill of sale having been in the meanwhile returned by the stamp-office; that throughout that time no application appears to have been made to the bankrupt to execute the original bill of sale, or any communication made by him or to him as to it; and that for these three years the bankrupt remained in the undisputed possession of the furniture and effects as the ostensible owner, and carrying with him before the public whatever credit might attach to the seeming ownership—for it is now said that the ownership was only seeming—and that all the while the real owners were the present mortgagees. It is admitted, however that during the three years from 1867 to 1870, whilst the bill of sale remained unexecuted, there were half-yearly settlements of interest between the mortgagor and mortgagees, upon the agreed basis. It is stated, indeed, by Mr. Bateson, in his affidavit, that when the bankrupt called upon him on the 20th of July, 1870, he said he was prepared to sign the bill of sale; but there is no evidence of anything said or done by the creditors or their solicitor leading up to that act. It is further said by Mr. Bateson that in accordance with the instructions of his clients he procured the signature of the bankrupt to the bill of sale, but the date of those instructions is not given, and there is no evidence of any other or later instructions than those of 1867, on which the original bill of sale was prepared. And I find that the bill of sale contains a recital of the loan, and that as security for it the mortgagor agreed, whenever required to do so, to give to the mortgagees as security, *inter alia*, a mortgage of his furniture and effects in and about his dwelling-house. There is a further recital that the mortgagees had requested the mortgagor, in pursuance of his agreement, to execute the mortgage. Now, there is no evidence of any request except that of 1867, and Mr. Bateson says that when the bankrupt called at his office he informed him "that he was prepared to sign the bill of sale pursuant to his agreement," and not a word is said of any request to him to do so having been made by or on behalf of the mortgagees.

This case was very ably argued, the question being whether the bill of sale is, as contended by Mr. Gully on behalf of the trustee, fraudulent and void as against the creditors; or whether, as contended by Mr. Mybergh on behalf of the mortgagees, the transaction is protected because it was merely the completion in 1870 of an agreement made in 1867, and valid during the whole of the intermediate period.

The law of voluntary preference has not been altered by the Bankruptcy Act of 1869, section 92, except that, whereas under the prior Act of 1849, no time was limited within which bankruptcy was to follow the Act sought to be impeached, the present Act fixes three months as the time within which the party is to be made bankrupt. To bring a deed within the scope of the present section it must be such as under the old law would have constituted an act of bankruptcy; that is, it must be made voluntarily and in contemplation of bankruptcy; or, to use the language of James, L.J., in *Ex parte Tempest re Craven*, (19 W.R. 137, L.R. 6 Ch. 70), "It must have been the spontaneous voluntary act of the debtor himself, and it must not have originated in some step taken by the creditor." If, therefore, a debtor, in pursuance of a pre-existing and continuing agreement, execute a deed, which deed if executed at the time would have been valid and binding, the transaction is protected, because the presumption that the act is the spontaneous and voluntary act of the debtor is thereby rebutted, or rather, the presumption does not arise. If, says Lord Campbell, in *Hutton* v. *Crutwell* (1 E. & B. 15), the deed was executed in pursuance of a previous understanding, and the debtor received at the time of such understanding an adequate consideration, it is as if the deed had been executed at that time, and such deed is not fraudulent. There is a string of authorities bearing out and affirming this view. In like manner, the validity of a deed executed

in pursuance of a previous understanding, and for which there was a good consideration in point of law at the time, is not affected by the fact that the debtor, in executing it, may have been actuated in part by a desire to benefit the particular creditors. This view is affirmed by the case already referred to, *Ex parte Tempest re Craven*, in which the deed was supported, because, although it was conceded that the debtor might, in executing it, have desired to serve a particular creditor, it was shown that its execution was in pursuance of a previous agreement, made at a time when the creditor was pressing the debtor for payment of his debt or security for it. Here again, therefore, the facts rebutted the presumption that the act complained of was the spontaneous voluntary act of the debtor. But can it be said that this case falls within the principle of the decided cases, that a legal obligation which would render a deed unimpeachable if made when the obligation was first incurred will protect it if made afterwards? The true view, as indeed was suggested by Mr. Gully in argument, appears to me to be this—that in order to excuse an act done so far as to prevent its being deemed fraudulent, and an act of bankruptcy, it must be connected with the agreement to do it, so as to make the two things essentially one transaction near in point of time and knitted together in point of fact. In *Hutton* v. *Crutwell*, cited, where the deed was upheld, the advance was made in April, 1851, and the bill of sale was executed on the 12th June of that year, two months afterwards. In *Harris* v. *Rickett* (28 L. J. Ex. 197, 4 H. & N. 1) where also the deed was upheld, the advance was made in January, and the bill of sale was executed in April, 1858, three months afterwards. In the last case—*Ex parte Tempest re Craven* (decided only in November)—where the deed was upheld, the creditor had pressed for payment in October, 1869, and he and his debtor thereupon negotiated as to security. The creditor consulted his solicitor as to the security offered. The security to be given was agreed upon. Immediately afterwards, namely, early in December, instructions were given by the debtor and creditor to the creditor's solicitor to prepare the necessary deed. It was not ready till the 3rd February, the creditor calling at his attorney's in the meantime to expedite it, and on that day the debtor and creditor attended together at the solicitor's office, and the deed was executed. These cases seem to be all of them consistent with the view I have suggested, namely, that it is necessary to connect, in point of time and circumstance, the agreement to do the act and the doing it, so as in fact to show that the latter was in pursuance of the former in the sense in which the expression "in pursuance" is used by the courts in the decided cases. There is yet another case to which I may refer. It is a case of disputed adjudication in bankruptcy.* In that instance the adjudication had been made on the 12th November, 1860, upon a supposed act of bankruptcy committed on the 8th of the same month, by the execution by the debtor of a bill of sale. It appeared that in September, 1859, the debtor obtained a loan from B of £250, and executed to B a bill of sale as security for the money. In November of the following year the supposed security was found to be invalid, and thereupon a substituted bill of sale was given, which it was contended by the petitioning creditor was an act of bankrupty. It was held, however, that as this second bill of sale was a mere substitution for the earlier bill of sale, it was not an act of bankruptcy, and the adjudication founded upon it was therefore annulled. It was not suggested that the transaction would have been upheld if, instead of being a mere substitution of a valid for an invalid bill of sale, there had been an unexplained interval of twelve months from the promise to give and the giving of that bill of sale. It appears to me that in this case the lapse of time negatives the presumption that the deed of 1870 was executed in pursuance of the agreement of 1867. If after the lapse of three years, when other and antagonistic interests have, in the meanwhile, been interposed, it is competent to the mortgagees as against the trustee in bankruptcy to fall back upon the prior agreement as a continuing and subsisting agreement, without any step taken during those years to assert their supposed rights as mortgagees, there is no reason, so far as I can see, why parties may not hold back for any term of years, and so be the secret owners of goods of which they allow their debtor to appear to the world as the ostensible owner, and to obtain credit upon the faith of being so until the moment arrives when bankruptcy is inevitable, and when under cover of the previous arrangement the goods and chattels of the debtor fall to the lot of the particular creditor. In this view a creditor who has a mere verbal agreement with his debtor that the latter should execute a bill of sale, may place himself, nay, is in a better position than a creditor who has a writing, because in the case of a writing it would be void as against creditors unless it were registered, whereas, of course, of a mere verbal agreement there can be no record. But there is another consideration to be borne in mind. The creditors, by their *laches*, have allowed interests to grow up in connection with these goods and chattels, which are inconsistent with the rights they now assert. In that view it appears to me that it would not be competent to them now to assert such rights to the injury of creditors prejudiced by their default: *Pickard* v. *Sears*, 6 Ad. & E. 469, and cases of a like kind. There is, moreover, a very recent case (*Ex parte Harrington, re Stafford*, 18 W. R. 959), in which assignees had allowed the bankrupt to remain in undisputed possession, for a term of four years, of furniture which they might at the time of the adjudication have properly obtained, and it was held that they could not afterwards obtain it against execution creditors. If, however, the lapse of time be not, under the circumstances, evidence upon which the Court ought to act of a waiver of the agreement of 1867 as to the bill of sale, and if the intervention by the *laches* of the mortgagees of other interests inconsistent with those which they seek to enforce be not conclusive against their right to deny the existence of such other interests, it appears to me that there is abundant evidence in the conduct of the parties as shown by the affidavits, that the agreement as to the bill of sale was, in fact, waived and abandoned, no doubt in deference to the supposed interests of the debtor, and to prevent his credit being injuriously affected amongst the trading community of Liverpool. Of course, in the view I take, that this bill of sale is a fraudulent preference, and void as against the trustee in bankruptcy, it is not necessary to consider the question as to the particular hour on the 21st July at which the bill of sale was completed. We know that at four o'clock on the afternoon of that day the debtor committed an act of bankruptcy by absenting himself (without the purpose of return) from his place of business; but we do not know whether it was before or after that hour that the bill of sale was executed. And, although Mr. Bateson says that at the time of its execution his clients had no notice of an act of bankruptcy, he does not say that he, as their solicitor, had not such notice. There is yet another question raised before me, and that is, that assuming that the bill of sale were not fraudulent and void, and were effectual to pass the goods comprised in it to the mortgagees, such goods were in the order and disposition of the bankrupt at the commencement of the bankruptcy; in other words, when he committed an act of bankruptcy in the afternoon of the 21st July, and that, therefore, they form part of the bankrupt's estate. There is no need of any order or declaration of mine to that effect; but I have no difficulty in saying that if the property in these goods were effectually vested in the mortgagees, by virtue of the bill of sale, before the commencement of the bankruptcy, then, in my judgment, at the commencement of such bankruptcy they were in the order and disposition of the bankrupt by the consent and permission of such mortgagees as true owners. The result, therefore, is that I shall make the order in substance in the terms of the motion, and I shall give the trustee his costs.

* *Anonymous Re a disputed Adjudication*, 9 W. R. 199.

Mr. Getting, deputy town clerk of Hull, has been awarded a gratuity of fifty guineas by the Town Council, for his services to the Corporation during the interval between the death of Mr. R. Wells, town clerk, and the appointment of that gentleman's successor.

In a case of *Russel* v. *The London, Brighton, and South Coast Railway Company*, tried in the Southwark County Court on Tuesday last, a plaintiff recovered from the company hotel expenses incurred by him through missing a train in consequence of the station door being locked. The plaintiff wanted to travel from New Cross to London by the 8.14 p.m. train on Sunday evening, January 22, in order to proceed to his house by the Edgware Branch of the Great Northern Railway; and the case was, that in consequence of the station door leading to the up main-line platform being locked, he was unable to reach the platform in time for the train, and in further consequence missed the last available train at Moorgate-street, and had to remain all night in London.

APPOINTMENTS.

Mr. GEORGE GARCIA, Solicitor-general of Trinidad, has been gazetted as Attorney-General for that island. Mr. Garcia was called to to the bar at the Middle Temple in January, 1842, and was appointed Solicitor-General of Trinidad in 1849. He is now appointed to succeed Mr. C. W. Warner, C.B., in the office of Attorney-General, who held the appointment since 1844, but resigned last year. Mr. Garcia has on several occasions acted as Chief Justice of the colony.

Mr. ROBERT DAWBARN, solicitor, of March, Cambridgeshire, has been appointed by the High Sheriff of Cambridgeshire and Huntingdonshire (Thomas Richards, Esq., of Wimblington) to be his Undersheriff during his term of office. Mr. Dawbarn, who was certificated in 1846, is a son-in-law of the High Sheriff, and was last year appointed registrar of the March County Court, in succession to his deceased partner. Mr. F. J. Wise.

Mr. EDWARD COXWELL, solicitor, of Southampton, has been appointed Undersheriff for the county of Hants during the current year. Mr. Coxwell was certificated as a solicitor in 1828, and is senior member of the firm of Coxwell, Bassett, and Stanton; he also holds the office of clerk to the magistrates of the Lyndhurst division.

Mr. THOMAS CHARLES MCKENZIE, solicitor, of Sunderland (firm, A. G. and T. C. McKenzie), has been appointed Clerk to the Sunderland School Board. Mr. McKenzie was admitted in 1867.

Mr. GRIFFITH THOMAS PICTON JONES, of Pwllheli, Carnarvon, has been appointed a Commissioner to administer oaths in Chancery.

MR. WILLIAM DRYDEN, of Kingston-upon-Hull, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women in and for the town and county of the town of Kingston-upon-Hull, also in and for the East Riding of the county of York.

GENERAL CORRESPONDENCE.

COMMISSIONERS' FEES.

Sir,—By the 22 Vict. c. 16, s. 2, London commissioners to administer oaths in common law are entitled to charge 1s. 6d. for every oath. One of the masters of the Common Pleas refuses to allow 1s. 6d., on the ground that the clerks at chambers can only charge 1s. Why this anomaly?

London, March 2. J. V.

BANKRUPTCY—TRUSTEE'S SOLICITOR'S BILL OF COSTS.

Sir,—Will you allow me to put the following question to your readers?—

After an adjudication in bankruptcy is annulled, can a trustee pay the solicitor's costs (incurred after the order annulling) without having the same taxed, and is the trustee bound to apply to the Court for his discharge, or is the release executed by the creditors on the payment of dividend sufficient?

J. A. SMITH.

Manchester, Feb. 24.

BANKRUPTCY LIQUIDATIONS.

Sir,—A great deal of unnecessary labour is caused in composition arrangements under the Bankruptcy Act, 1869, by the necessity of sending summonses or circulars to attend the second meeting, not only to those creditors who did not attend or were not represented at the first meeting, but also to those who did attend or were represented by proxy. I submit that the second meeting is altogether unnecessary. A strange result may arise from it which may completely frustrate the intentions of the general body of the creditors. Suppose most of the creditors to attend the first meeting in person and unanimously agree to accept a composition. At the second meeting only two or three small creditors may be present, having intentionally stayed away from the first meeting; yet these two or three—being *the majority in number and value*—may refuse to confirm the resolution at the first meeting.

The Act and rules are really oppressive to small debtors, as the costs necessitated by the immense number of forms are more than such persons can pay. The consequence is that they, in many cases, fall a prey to auctioneers and agents, who are driving a roaring trade by calling creditors together and widing up small estates in a rough and ready sort of way. Two cases of this kind have just occurred to my knowledge in this town. The method of procedure must be cut down, and the number of forms reduced, otherwise the profession will suffer severely. ROBERT WHEELER.

Cheltenham, March 1, 1871.

WILL—BEQUEST—REVERSIONARY INTEREST IN LEGACY.

Sir,—A. B., by his will, gave the sum of £900 to his nephew, C. D., for life, and after his decease the testator gave the principal amongst C. D.'s children equally.

C. D. is dead, and has left five children surviving him. Two others of his children died single and intestate in his lifetime, and two died having married and left children, who are living. No settlements were executed by the two who married and afterwards died.

It is thought that the shares of the two deceased single children belong to the survivors, and that the legacy is now divisible into seven parts, five of which are payable to C. D.'s five surviving children, and the remaining two to his deceased daughters' husbands on their taking out letters of administration to their late wives.

Sed quære, can the gift be contended to extend to the grandchildren in preference to the deceased daughters' husbands? P. Q.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 24.—The *Juries Act* (1870) *Amendment Bill* was read a third time, a proviso being added by the Lord Chancellor, reserving the rights of jurymen to customary payments existing before the passing of the Act of 1870.

Feb. 27.—The *Pauper Inmates Discharge and Regulation Bill* was read a second time.

Feb. 28.—*Marriage with Deceased Wife's Sister.*—Lord Houghton said that last year when this matter was brought before the House, Ceylon was the only one of our dependencies where such marriages had become legal, all the rest of our numerous colonies being governed by the law of this country. Colonial Legislatures had frequently chafed against this restriction, and he would ask whether, during the recess, the Colonial Secretary had received any communications from such bodies on the subject, and what answer he had given to them.—The Earl of Kimberley replied that the only communication received by the Government on the subject during the recess was from the colony of South Australia, the Legislature of which had passed a bill legalising marriage with a deceased wife's sister. On the bill reaching this country he felt obliged, though he confessed with some doubt, to pursue the course adopted by his predecessors on three former occasions when such a measure had come from that colony—viz, to advise her Majesty to disallow the bill.

March 2.—The *Pauper Inmates, &c., Bill* passed through committee.

HOUSE OF COMMONS.

Feb. 27.—*Marriage Law.*—In reply to Mr. Monk, Mr. Bruce said he could not on the part of the Government undertake to introduce a bill on the subject during the present session.

March 1.—The *Burials Bill.*—Mr. Osborne Morgan moved the second reading of his bill (similar to but not quite identical with his bill of last session). By the common law every parishioner, whatever his religious opinions, was entitled to interment in the parish churchyard; but then the canon law stepped in and prohibited the use of any religious service at such interment in three cases, namely—that of a suicide, of an excommunicated person, and of an unbaptised person, whether the omission of the rite of baptism had arisen from accident, as through the sudden death of an infant, or from the conscientious scruples of the person himself or of his friends, or from any other cause. If the rite of baptism had been performed, whether by a clergyman of the Established Church, by a Dissenting minister, or by a layman, or even by a woman, the clergyman of the parish was compelled to read over the body of the deceased, whatever might have been his antecedents, his mode of life, his religious opinions,

or the wishes of his surviving friends. The bill was in many respects similar to the one of last year, the points of dissimilarity occurring in places where points had been conceded to the opponents of the bill of last session. Last year it was objected that under the bill not only would orthodox Dissenters have a right to be buried in parish churchyards, but Comtists, Spiritualists, Materialists, Shakers, Jumpers, and Mormons would possess the same right with members of the Church of England. The present bill expressly provided that no person should officiate at any burial under the Act who was not a minister or member of some religious body having a registered place for public worship; that all burials under the Act should be conducted in a decent and solemn manner; and that all services under the Act should be religious services. Any person guilty of riotous conduct or indecent behaviour thereat to be guilty of a misdemeanour. The 7th clause provided that for every burial under the Act the same fees should be paid to the incumbent as though the office of the Church of England had been used. The 9th clause proposed to enact that graveyards wholly or in part consecrated might be provided by private benefaction; and the 12th clause contained such exceptions in regard to places in which there should be burials under the Act as ought to satisfy the most bitter opponents of last year's bill.—Colonel Bartellot, Mr. Stopford-Sackville, Mr. Beresford Hope, Mr. Cross, Mr. Scourfield, Mr. Cawley, Lord J. Manners, Earl Percy, and Mr. Newdegate opposed the bill; Mr. Richard, Mr. Dalrymple, Mr. Collins, Mr. Bruce, Sir D. Corrigan, and Mr. Morley supported it. Second reading carried by 211 to 149.

OBITUARY.

MR. J. R. WILTON.

Mr. Joseph Robert Wilton, solicitor (formerly of Raymond-buildings, Gray's-inn), died at St. Ronans, Great Malvern, on the 18th February, in the 70th year of his age. Mr. Wilton was formerly a member of the firm of Wilton & Blackman, solicitors, of Raymond-Buildings, and having had a successful career, he retired from professional practice about fifteen years ago, and settled at Great Malvern. During his residence there, Mr. Wilton was a member of the local board of commissioners, in which capacity he rendered valuable services to the town. He also greatly interested himself in promoting the project of forming the Malvern Proprietary College, in which he founded a yearly scholarship.

MR. F. T. SOUTHGATE.

Mr. Francis Thomas Southgate, solicitor, of Gravesend, expired at Rosherville on the 23rd February, at the age of 52 years. He was the son of the late Mr. Francis Southgate, solicitor, who was for many years registrar of the Gravesend County Court, and died in May last year. Mr. F. T. Southgate was certificated in 1842, and for many years assisted his father in the performance of the duties of the various public offices held by the latter; and on his father's death, last year, was appointed to fill two of the posts held by him—namely, those of clerk to the Gravesend Improvement Commissioners, and clerk to the Gravesend Board of Guardians, which appointments become vacant by his death. At the time of his decease, Mr. F. T. Southgate also held the offices of vestry clerk of Northfleet, secretary and treasurer of the local Waterworks Company, secretary of the Gas Company, clerk to the Gravesend and Wrotham-road Turnpike Trust, and honorary secretary of the Gravesend Dispensary and Infirmary. He had also acted as agent to the Kent Conservative Association for the Gravesend district His remains were interred on the 1st inst., in the family vault at Northfleet.

The City Commissioners of Sewers have referred to the Finance and Improvement Committee, with whom have been associated five gentlemen of the legal profession, to consider and report as to the advisability of remunerating the solicitor to the Commission, in respect of all business transacted by him in connection therewith, by a fixed salary, instead of by bills of costs, as at present, and that the salary commence from the 1st of January, 1871. The following legal gentlemen have been added to the committee for this purpose:—Mr. Alderman Stone, Mr. Deputy Bromell, with Messrs. Kent, Scott, and R. Ellis.

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board of Directors of this Association was held at the Law Institution, Chancery-lane, London, on Wednesday last, the 1st inst. Mr. Park Nelson in the chair.

The other directors present were—Messrs. Benham, Field, Hedger, Haycock, Kendall, Payne (of Bath), Rickman, Shaen, Smith, Borr, and Young. Mr. Eiffe, secretary.

A sum of £55 was granted in relief of applicants for assistance. Five new annual members were admitted to the association, and other business transacted.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday, 28th of February last, the question discussed was No. 469, Legal:—"Was the rule to enter a non-suit in the recent case of *Kearney* v. *The London, Brighton, & South Coast Railway Company* (18 W. R. 1000), rightly discharged?" Mr. Hunter opened the debate in the affirmative, and the question was ultimately so decided.

THE BANKRUPTCY ACT.

(From the *Times*.)

On Saturday morning (Feb. 25) a deputation had an interview with the Lord Chancellor for the purpose of laying before him a series of resolutions for the amendment of the Bankruptcy Act of 1869. The deputation was inaugurated by the Manchester Home Trade Association, and the resolutions and proposed amendments were adopted at a conference of chambers of commerce and trade societies held at the Westminster Palace Hotel. Sir Thomas Bazley, M.P. (Manchester), introduced the deputation, being accompanied by Mr. T. B. Potter, M.P. (Rochdale), Mr. Francis Taylor, President of the Manchester Home Trade Association; Mr. Gillibrand, ex-President of the Association; and delegates from several towns in the North. The resolutions submitted to the Lord Chancellor were these:—

"That in the opinion of this Conference the 6th, 59th, 125th, and 126th sections of the Bankruptcy Act, 1869, require amendment, so as to give an option to a creditor of a trader debtor to commence proceedings in bankruptcy, or to a debtor to file a declaration of inability to pay, or a petition for liquidation by arrangement, in the court of the district in which the creditor resides or carries on business, the creditor, in case of proceedings in bankruptcy, giving an undertaking to pay the costs of the debtor, should such costs not ultimately be paid out of the estate.

"That the present Act, by limiting the initiation of proceedings to the court of the district in which the debtor resides or carries on business, is a great hardship upon wholesale traders, whose debtors are spread over the entire kingdom, and practically leaves the control of the estate in the hands of the debtor and his friends, though such limitation may work satisfactorily as regards the estates of non-traders, where for the most part the debtor and creditor both reside in the same district.

"That the system of grouping county courts is no mitigation of the evil as regards the creditors of traders, while it extends within a more limited area the same evil to the creditors of non-traders residing within the jurisdiction of the county courts of a grouped district, except the central court.

"That provision should be made for more frequent sittings of county court judges, certainly not less than once a fortnight where the population of the town in which the court is held exceeds 40,000, and also for the better accommodation of suitors. At present deliberative proceedings are impossible.

"That when a trader-debtor files a petition under sections 125 and 156, together with a list of his creditors and stamped forms for calling a meeting of such creditors, as required by general rule 256, the registrar should be required to forthwith transmit such list of creditors to the largest creditor in the town in which the majority in value of the creditors carry on business, requiring him within —— days to appoint a time and place for the first meeting of creditors, and to advise the registrar thereof, and the registrar

should be required to summon a meeting in conformity with such appointment, or, failing any such appointment within the required time, to summon the meeting in conformity with the debtor's petition. In a majority of cases this would render a second meeting unnecessary.

"That if such meeting resolve to transfer the proceedings to some other court, they should be transferred forthwith.

"That the provision of general rule 275, which permits creditors to sign a resolution subsequently to a meeting, but prior to filing or registration of the resolution, frequently enables a debtor to override the statutory majority by which such resolution had been carried; such provision ought to be abolished.

"That the practice of appointing the chief clerk of the registrar to be receiver and subsequently trustee, which has grown up in certain courts, ought to be abolished. It is open to grave objections on many grounds. The taxation of all bills is generally left to him by the registrar, so that not only is he in many cases the taxing master of his own charges, but a direct inducement is held out to secure his appointment in order that the bills of others may be leniently and favourably taxed. Cases have arisen in which the most exorbitant charges have been passed by this means.

"That the 74th section of the Act of 1861, requiring a public sale by auction of goods taken in execution for £50, ought to be restored. A secret assignment or secret sale of such goods can now be made, and although the sheriff is required to hold the proceeds for fourteen days, during which the seizure and sale continue an act of bankruptcy, the creditors are deprived of the advantages of such act of bankruptcy because the transaction is not brought to their knowledge."

In introducing the deputation Sir Thomas Bazley observed that the alterations proposed were of a thoroughly practical nature, and did not interfere with the principle of the Act sought to be amended. A discussion of considerable length ensued between the Lord Chancellor and the leaders of the deputation, who dwelt with great stress upon the enormous inconvenience and great expense to which wholesale traders were put by having to travel to all parts of the kingdom to take proceedings against their debtors, it being practically useless to send representatives with several proxies to act for a number of creditors. Illustrations of the evils of the system were given, and with regard to the sittings of county court judges, it was stated that in some places there were frequently intervals of six or seven weeks during which there were no bankruptcy or county court sittings, and no business done, because the judges, although compelled under the Act to sit once a month, sat at the end of one month and the beginning of another, thus causing great inconvenience. It was also mentioned, in reference to the proposed abolition of the appointment of the chief clerk as receiver, that in many places there were certain solicitors who connived at this system, in order to get their costs leniently taxed; and the re-enactment of section 74 of the Act of 1861 as to sales of goods was strongly urged.

The Lord Chancellor, during the discussion, deprecated any medding with or altering any Act passed so recently as the Bankruptcy Act of 1869, and expressed an opinion that the deputation were travelling over ground which had been carefully traversed before the Act was passed. He added that he had received no complaints from any other persons as to the operation of the Act. He admitted, however, that there were certain provisions which might be advantageously altered—notably those respecting the sittings of county court judges, the transmission of lists of creditors to creditors by the registrar, the appointment of the chief clerk as receiver also, and the sale of seized goods. He further promised to give all the suggestions his careful consideration, stating that where the amendments affect only the rules and orders he should be less reluctant to adopt them than where they affected the Act itself.

Sir Thomas Bazley and Mr. Potter thanked the Lord Chancellor for his courtesy and attention, and the deputation retired.

Mr. A. B. Miller, barrister-at-law, of Calcutta, has been appointed to officiate as Professor of Indian Law and Jurisprudence in the Bengal Presidency College, during the absence of Mr. T. D. Ingram. Mr. Miller was called to the bar at the Middle Temple in June, 1866.

COURT PAPERS.

IN BANKRUPTCY.—GENERAL RULE.

MESSENGERS' DEPOSITS.

It is ordered as follows, viz:—

1. That all sums now in the hands of the several messengers of the court, or which may hereafter be received by them in any matter of bankruptcy as deposits applicable to the payment of their fees and disbursements as such messengers, shall be forthwith paid over by them to the Bank of England to the credit of the Accountant in Bankruptcy, and carried to the account in the books of the said accountant, intituled "The Account of Messengers' Deposits," there to remain subject to the order of the Court.

2. That each of the said messengers shall, as soon as may be, make out in triplicate, an alphabetical list of the several estates in respect of which such deposits have been made with him, in the following form, and showing the undermentioned particulars, viz:—

Messengers' Deposits.

Statement of all deposits made with A. B., a messenger of the Court of Bankruptcy, which are now remaining in deposit.

Name of the estate.	Creditor's or debtor's petition.	Date when deposited.	Amount of deposit.	Sum applied thereout to the payment of the messenger's bill (if any).	Balance of deposit now remaining.	Name of the depositor.	Column for reference as to any payment hereafter made.
			£	£ £			

day 1871

A true return,

(Signe B., Messenger.

Such list to include all sums now in deposit, whether in the hands of the messenger or already paid over to the said account.

3. That the said lists shall be signed by the respective messengers, and one copy thereof filed with the Accountant in Bankruptcy, one with the official assignee, and the third retained by the messenger, and from time to time, as further sums accrue, supplementary lists shall be made out and filed quarterly.

4. That the sums so in deposit shall be applied in the respective matters to the purposes and in the order following, namely—

1st. To the payment of the messengers' taxed bills.

2nd. To the reimbursement of all sums paid out of the estate for any such bill.

3rd. Where the petition was presented by the debtor—To the general purposes of the estate, unless proof be shown within three months from the date of the list that the deposit was not made out of moneys paid by or on behalf of the bankrupt.

4th. To the return to the depositor or other person legally entitled thereto of any balance remaining.

5. That payments out of the said account shall be made by order of the Court upon the certificate of the messenger and the official assignee, and (in the case of balances to be returned) upon the affidavit of the person claiming such return showing that he is legally entitled thereto.

6. The said messengers shall in like manner pay over all sums remaining in their hands in respect of fees to solicitors for special meetings applied for by bankrupts, or in respect of any other sums deposited with them as messengers, together with lists of the several matters in which such sums have been so lodged with them.

Dated this thirteenth day of February, 1871.

(Signed) HATHERLEY, C.
(Signed) JAMES BACON,
Chief Judge in Bankruptcy

JUDGES' CHAMBERS.

1st March, 1871.

The following Regulations for transacting the business at the Judges' Chambers will be observed until further notice:—

BEFORE THE JUDGE.

Acknowledgments of deeds will be taken at a quarter before 11 o'clock precisely.

Adjourned summonses will be heard at 11 o'clock, and the summonses of the day immediately afterwards.

Counsel will be heard at half past 12 o'clock.

The judges' orders to be drawn up at the Queen's Bench Judges' Chambers.

N.B.—The judge directs particular attention to the rule of Michaelmas Term, 1867,* and desires it to be distinctly understood that he will not hear any summons or application directed by the said rule to be heard by the masters.

BEFORE THE MASTERS.

Summonses will be heard at 11 o'clock.

Counsel at 12 o'clock.

Affidavits in all the courts to be sworn at the chambers of the Lord Chief Justice, Q.B.

Affidavits filed at the Common Pleas and Exchequer Judges' Chambers will be deposited daily at the Queen's Bench Judges' Chambers, for inspection and copies, upon application to John Mason, the messenger.

Summonses to be taken out and attended at the chambers of the court wherein the action is pending.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, March 3, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 91¾	Annuities, April, '85
Ditto for Account, April 91¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 90⅞ xd	Ex Bills, £1000, — per Ct. 5 p m
New 3 per Cent., 90⅞ xd	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4¼ per Ct. (last half-year) 243
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80—	

MONEY MARKET AND CITY INTELLIGENCE.

Peace has come, but the funds are almost unmoved. There have been various apprehensions as to what may be the effect of the enormous war indemnity payment to be met by France; and the result has been a rush upon the discount market, which has had the effect of inducing the bank directors to raise the discount rate from 2½ to 3 per cent. The foreign market is firm, and with an inclination to advance prices. The railway market is buoyant, and the traffic returns announced during the week have been such as to augment the increasing favour with which our home railways are now regarded. Great Westerns have touched the figure of 79. The Indian guaranteed stocks have only partially recovered from the fall which they experienced on the announcement of the late Russian difficulty, and show no signs at present of any further recovery.

The new Devon and Somerset Railway scrip has been actively dealt in at 2¾—2¾ premium: the list closes this day.

* See 12 S. J. 101.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ABBOTT—On Sunday, Feb. 26, the wife of B. J. Abbott, Esq., solicitor, of 52, Worship-street, E.C., of a son.

BIRD—On Dec. 26, at Shanghai China, the wife of Robert Wilberforce Merttins Bird, Esq., barrister-at-law, of a son.

JELF—On Feb. 22, at 3, Burston-rd, Putney, the wife of Arthur Richard Jelf, Esq, barrister-at-law, of a daughter.

MARRIAGES.

ORGER—COTHER—On Feb. 21, at Dinan, Brittany, the Rev. John G. Orger, M.A., chaplain at Dinan, to Marion, widow of the late William Cother, Esq., barrister-at-law.

DEATHS.

BURTON—On Feb. 24, at North Hykeham, near Lincoln, Mary Ann, the wife of John Francis Burton, solicitor, aged 36.

FOX—On Tuesday, Feb. 21, W. J. Fox, solicitor, Hatfield, near Doncaster, aged 60.

Mr. George Tennyson D'Eyncourt, C.M.G., of Bayons Manor Lincolnshire, expired on the 23rd February. He was an elder brother of Mr. Louis C. Tennyson D'Eyncourt, magistrate of the Marylebone Police-court, and the eldest son of the late Right Hon. C. T. D'Eyncourt, who was a barrister of the Inner Temple, and sat for many years in Parliament.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Feb. 24, 1871.

Copinger, Maurice Chas, & Robt John Macarthur, Essex-st, Strand Attorneys and Solicitors. Jan 26.

Copinger, Maurice Chas, Robt John Macarthur, & Arthur Hy Lork, Essex-st, Strand, Attorneys and Solicitors. Feb 11.

Dale, Strallett John, & Hy Dale, North Shields, Attorneys and Solicitors. Feb 20.

Winding-up of Joint Stock Companies.

FRIDAY, Feb. 24, 1871.

UNLIMITED IN CHANCERY.

Durham County Penny Bank.—Petition for winding up, presented Feb 21, directed to be heard before Vice Chancellor Bacon on March 4 Sale & Co, Aldermanbury, solicitors for the petitioners.

LIMITED IN CHANCERY.

Lones's Patent Steel Coated Iron Company (Limited).—Vice Chancellor Bacon has, by an order dated Feb 2, appointed Hy Hughes, West Smethwick, to be official liquidator. Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims to the above. Tuesday, April 18 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Orwell Oyster Fishery (Limited).—The Master of the Rolls has, by an order dated Jan 19, appointed Alfd Audrey Broad, 2, Walbrook-bldgs, to be official liquidator. Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims to the above. Saturday, April 22 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Rheidol United Silver Lead Mining Company (Limited).—Vice Chancellor Malins has, by an order dated Feb 20, appointed Robt Palmer Harding, 8, Old Jewry, to be official liquidator.

Rhos Hall Iron Company (Limited).—The Master of the Rolls has fixed March 9 at 12.30, at his chambers, for the appointment of an official liquidator.

TUESDAY, Feb. 28, 1871.

UNLIMITED IN CHANCERY.

Azienda Assicuratrice.—Petition for winding up, presented Feb 27, directed to be heard before Vice Chancellor Malins, on March 10. Raddison, Son, & Liggins, Lincoln's-inn-fields, solicitors for the petitioners.

Tower Subway Company.—Petition for winding up, presented Feb 25, directed to be heard before Vice Chancellor Malins, on March 10. Keene & Marsland, Lower Thames-st, solicitors for the petitioner.

LIMITED IN CHANCERY.

Belgian Public Works Company (Limited).—Petition for winding up, presented Feb 27, directed to be heard before Vice Chancellor Malins on Friday, March 10. Heritage, Nicholas-lane, Lombard-st, solicitor for the petitioners.

Sheffield Metal Company (Limited).—The Master of the Rolls has fixed Friday, March 10 at 12.30, at his chambers, for the appointment of a liquidator, in the place of Mr. Jas Brook, Huddersfield, who has retired.

Thames Iron Works Ship Building, Engineering, and Dry Dock Company (Limited).—Petition, presented Feb 24, that the voluntary winding up of the above company may be continued under the supervision of this court, directed to be heard before Vice Chancellor Malins on Friday, March 10. Evans & Co, Nicholas-lane, Lombard-st, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, Feb. 24, 1871.

Hand-in-Hand Society, Swan Inn, Eynsham, Oxon. Feb 20.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 24, 1871.

Buck, Geo, Upper Norwood, Surrey, Builder. April 3. Lack v Buck, M.R. Armstrong, Old Jewry.

Harding, Thos Archer, Kingstown, Dublin, Gent. April 3. Herring v Wirdnam, V.C. Bacon. Townsend, Swindon.

Morris, Augustus Edward Dalzell, Sandys Parish, Bermuda, Master Mariner. May 14. Scrutton v Pattillo, V.C. Malins. Field, Suffolk-lane.

Ruddock, Joshua Festin, Bath, Somerset, Inspector of Schools. March 15. Ruddock v Jones, V.C. Bacon. Langham, Bartlett's-bldgs, Holborn.

Stroud, Geo, Bensington, Oxford, Grocer. March 13. Abbott v Forty, V.C. Stuart. Wood, Bedford-row.

NEXT OF KIN.

Hadfield, Thirza, or Williams, late of New Mills, Derby. Hibbert v Hibbert, V.C. Bacon. All persons claiming as descendants of Thirza Hadfield, or to be interested in the estate of Joseph Stafford, late of New Mills, Derby, Cotton Band Manufacturer, to prove their claims, on or before June 21.

TUESDAY, Feb. 28, 1871.

Bates, John, Crowle, Lincoln, Farmer. March 21. Blaydes v Blaydes, V.C. Stuart. Sharp, Epworth.

Blandy, Sarah, Tubny Warren, Abingdon, Berks. March 21. Trendell v Blandy, V.C. Stuart. Mullings & Co, Cirencester.

Goldsmith, Edward, Gad's-hill, Higham, Kent, Gent. April 12. Goldsmith v Goldsmith, V.C. Stuart. Sismey, Serjeants'-inn, Fleet st.

Haxby, John, East Retford, Nottingham. April 3. Haxby v Rose, V.C. Bacon. Bescoby, East Retford.

Herbert, Thos, Chester, Coach Proprietor. March 20. Herbert v Herbert, V.C. Malins. Moss, Chester.

Hutley, John, High-st, Bloomsbury, Cheesemonger. March 20. Grimston v Turner, V.C. Stuart. Stuart, New-inn, Strand.

Jerdein, John, jun, Gloucester-ter, Hyde-pk, Coal Merchant. April 3. Jerdein v Jerdein, V.C. Bacon. Starling, Gray's-inn-sq.

Matthews, Eliz, Belitha-villas, Barnsbury-pk, Islington, April 1. Matthews v Sawbridge, M.R. Wrentmore, Wood-st, Cheapside.

Matthews, Richard, Belitha-villas, Barnsbury-pk, Islington, Esq. April 1. Matthews v Sawbridge, M.R. Wrentmore, Wood-st, Cheapside.

Ragg, Wm, Derby, Soda Water Manufacturer. April 10. Barnes v Ellis, V.C. Bacon. Nicholson, Derby.

Rivers, Sir Hy Chandos, Bath, Bart. March 11. Inman v Rivers, V.C. Malins. Inman, Bath.

Rowley, Jas Campbell, Manch, Solicitor. March 28. Salomons v Rowley, V.C. Bacon. Page, Manch.

Solly, Isaac, Enfield, Middx, Merchant. March 17. Heisch v Solly, V.C. Malins. Waller, Coleman-st.

Warren, Wm, Cherry Orchard-rd, Croydon, Licensed Victualler. April 10. Warren v Whitcomb, V.C. Stuart. Parry, Croydon.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 24, 1871.

Burford, Thos, Lavender-villas, Wandsworth-rd, Gent. March 31. Shepheard & Son, Coleman-st.

Carroll, Hy, Lpool, Bookbinder. March 31. Lawrence, Lpool.

Clamp, Wm, Sheffield, File Hardener. March 25. Parker & Son, Sheffield.

Cribb, Wm, King-st, Covent-garden, Gent. March 31. Jenkins & Button, Tavistock-st, Strand.

Cunliffe, Jas, Wigan, Lancashire, Gent. April 8. Ackerley & Son, Wigan.

Cust, Eliz, Carlisle, Spinster. March 25. Manson & Clutterbuck, Carlisle.

De Courcy, John Almericus, Bridgetown, Devon, Esq. April 1. Bryett & Hare, Totnes.

Devenish, Jas Aldridge, Rodwell, Dorset, Esq. April 17. Andrews & Co, Weymouth.

Dyer, Stephen, Saltash, Cornwall, Gent. March 31. Wedlake & Letts, Mitre ct, Temple.

Evans, Geo Wm, Gower-st, Russell-sq. April 8. Thomas & Hollams, Mincing-lane.

Griffin, Mary, High-st, Marylebone-st, Spinster. May 1. Mirams, New-inn, Strand.

Hart, Sophia, Sydney, New South Wales, Spinster. June 1. Kimber, Lombard-st.

Hayter, Sir Geo, Marylebone-rd, Knt. March 31. Wood & Co, Raymond-bldgs, Gray's-inn.

Heffer, Mary, Manch, Widow. March 31. Needham, Manch.

Howard, Walter, Eye, Suffolk, Coach Builder. March 30. Howard Ixworth.

Husband, Rev John, Sclattyn Rectory, Salop. April 6. Minet & Co, New Broad-st.

Kennedy, John, Bath, Somerset, Esq. June 22. Tanqueray & Co, New Broad-st.

Long, Geo Burrows, Bristol, Licensed Victualler. May 20. King, Bristol.

Naylor, Sarah, Highfield Rock Ferry, Chester, Spinster. March 25 Woodburn & Co, Lpool.

Ord, Thos Bell, Bishops Wearmouth, Durham, Shipowner. March 31. Kidson & Co, Sunderland.

Pearson, Wm, Maryport, Cumberland, Civil Engineer. April 1. Huthwaite, Maryport.

Race, Joseph, Newcastle-upon-Tyne. March 14. Ingledew & Daggett, Newcastle.

Rowbotham, Hy Sherratt, Reading, Berks, Draper. May 1 (not March as printed in Gazette of Feb 17). Green, Northwich.

Scott, Joseph, Southwick, Durham, Gent. March 31. Kidson & Co, Sunderland.

Soden, John, Denbigh, Esq. April 1. Uptons & Co, Austin-friars.

Strangways, Lady Sophy Eliz Fox, Hampton Court Palace. April 3. Meynell & Pemberton, Whitehall-pl.

Stubbs, Wm, Lower Weston, Hereford, Esq. March 31. Farrer & Co, Lincoln's-inn-fields.

Taylor, Mary, Lawnhurst, Didsbury, Lancashire, Widow. March 25. Hampson, Manch.

Turrill, Hy Lewis, Long-acre, Coachmaker. March 31. Robinson, Jermyn-st, St James's.

Vane, Rev John, Somerset, Rector of Wrington-cum-Burrington. April 1. Lemon & Co, Lincoln's-inn-fields.

Wyatt, Wm, Adderbury West, Oxford, Farmer. April 10. Lovell, Deddington.

Bankrupts.

FRIDAY, Feb. 24, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Glassford, John Hamilton, Gt St Helen's, Merchant. Pet Feb 21. Pepys. March 14 at 12.

To Surrender in the Country.

Carroll, John, Bedford Leigh, Lancashire, Draper. Pet Feb 22. Holden, Bolton, March 14 at 10.

Eden, Jas Hy, Edenbridge, Kent, Hotel Keeper. Pet Feb 20. Alleyne, Tunbridge Wells, March 8 at 2.

Leesley, Wm, Sheffield, Pearl Dealer. Pet Feb 20. Rodgers. Sheffield, March 8 at 2.

Malam, John Wm, Tunbridge Wells, Kent, Lieut 5th Lancers. Pet Feb 20. Alleyne. Tunbridge Wells, March 13 at 11.30.

Pickering, Chris, Thirsk, York, Butcher. Pet Feb 18. Jefferson. Northallerton, March 7 at 11.

Redfern, Jas, Kingston-upon-Hull, Fish Dealer. Pet Feb 20. Phillips, Kingston-upon-Hull, March 13 at 12.

Usher, Thos Stevenson, Yeadon, York, Doctor. Pet Feb 21. Marshall, Leeds, March 16 at 11.

Wood, Thos, Warryfield Farm, Walford, Hereford, Farmer. Pet Feb 21. Reynolds. Hereford, March 9 at 11.

TUESDAY, Feb. 28, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bowler, Wm, Blechynden-st, Notting-hill, Victualler. Pet Feb 23. Roche. March 16 at 11.

Castleman, Chas, Westbourne-park-villas, Bayswater, Timber Dealer. Pet Feb 22. Hazlitt. March 14 at 11.

Collins, Chas, Lime-st, Wine Merchant. Pet Feb 23. Pepys. March 15 at 1.

Turner, John, St Paul's-st, Islington, Chair Frame Manufacturer. Pet Feb 25. Roche. March 22 at 11.

Wilson, Saml Sewell, Burton-st, Pimlico, Builder. Pet Feb 27. Hazlitt. March 22 at 12.

To Surrender in the Country.

Band, Edwd, Northampton, Draper. Pet Feb 25. Dennis. Northampton, March 18 at 11.

Harris, Wm, St Austell, Cornwall, Draper. Pet Feb 23. Chilcott. Truro, March 11 at 11.

Harrison, Geo, Duston, Northampton, Innkeeper. Pet Feb 22. Dennis. Northampton, March 11 at 3.

Hay, Chas Stansfield, Halifax, York, Boot Dealer. Pet Feb 23. Rankin. Halifax, March 10 at 10.

Holman, Chas, Kingston-upon-Thames, Surrey, Builder. Pet Feb 24. Bell. Kingston-upon-Thames, March 16 at 3.

Joyce, Thos, Bristol, Beerhouse-keeper. Pet Feb 23. Harley. Bristol, March 16 at 12.

Maurice, Mortimer, Crantock, Cornwall, Clerk in Holy Orders. Pet Feb 25. Chilcott. Truro, March 18 at 11.

Neale, Alfd Geo, Royal-hill, Greenwich, Cheesemonger. Pet Feb 24. Bishop. Greenwich, March 17 at 12.

Poolly, Thos, Maidstone, Kent, Lime Merchant. Pet Feb 14. Brennan. Maidstone, March 10 at 2.

Pounder, Saml, Ilkeston, Derby, Publican. Pet Feb 24. Weller. Derby, March 16 at 12.

Sturgeon, John, Bolton, Lancashire, Engineer. Pet Feb 25. Holden. Bolton, March 15 at 10.

Turnley, Matthew Hy, & John Bland, Cheetham, Manch, Joiners. Pet Feb 23. Kay. Manch, March 30 at 9.30.

Wakelin, Chas, Fleckney, Leicester, Brickmaker. Pet Feb 24. Ingram. Leicester, March 10 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 24, 1871.

Barkworth, Caleb, Wakefield, York, Tailor. Feb 22.

King, Chas, Randall st, Brttersea, Beer Retailer. Feb 21.

Relph, Chas Campbell, Arsenal, Woolwich. Feb 15.

Rougemont, John Fras, Prisoner for Debt, London. Feb 8.

TUESDAY, Feb. 28, 1871.

Morse, John. West Dean, Gloucester, Coal Haulier. Feb 21.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 24, 1871.

Akrill, Chas Wesley, Gt Yarmouth, Norfolk, Hosier. March 7 at 12, at office of Wiltshire, Regent-st, Gt Yarmouth.

Asbury, Fredk, Old Kent-rd, Tailor. March 13 at 4, at offices of Reed & Lovell, Guildhall-chambers, Basinghall-st.

Bailey, Wm Trist, Inverness-rd, Bayswater, Auctioneer. March 9 at 2 at offices of Dubois, Gresham-bldgs, Basinghall-st.

Barker, Thos, New Union-st, Cripplegate, Ironmonger. March 1 at 2, at office of Jennings, Leadenhall-st.

Batchelor, David, Beaconsfield, Bucks, Farmer. March 14 at 2, at Hyde-farm, Beaconsfield. Hicklin & Washington, Trinity-sq, Southwark.

Baylis, Wm, Lpool, Optician. March 8 at 3, at office of Duke & Gorley, Commerce-chambers, Lord-st, Lpool.

Bentley, Thos, Whitechapel-rd, Licensed Victualler. March 6 at 11, at offices of Johnson, Southampton-bldgs, Chancery-lane.

Booth, Wm Chas, Lpool, House Painter. March 9 at 3, at offices of Harris, Union-ct, Castle-st, Lpool.

Brown, Hy, Manch, Cabinet Maker. March 8 at 3, at office of Sutton & Elliott, Brown-st, Manch.

Butterworth, Hernshaw, Stoke Newington, Grocer. March 8 at 3, at offices of Warwick, Bucklersbury. Kerby, London-wall.

Chase, Richd, Birm, Provision Dealer. March 6 at 11, at offices of Wenham, Bros, Ann-st, Birm. Heeley.

Coxton, Thos, Stockton-on-Tees, Durham, Builder. March 3 at 3, at offices of Draper, Finkle-st, Stockton-on-Tees.

Cronin, David, Chesterfield, Derby, Schoolmaster. March 7 at 3, at office of Gee, High-street, Chesterfield.

Davey, Wm Hook, Gifford-st, Caledonian-rd, Engineer. March 15 at 2 at offices of Banks, Coleman-st. Harcourt & MacArthur, Moorgate-street.

Davis, Richd, Finsbury-pl South, Mortgage Broker. March 20 at 3, at offices of Harcourt & MacArthur, Moorgate-st.

Downham, Geo, Newington-causeway, Draper. March 9 at 12, at offices of Ladbury & Co, Cheapside. Davidson & Co, Basinghall-st.

Draper, Hy, Lpool, Wheelwright. March 13 at 3, at office of Nordon, Cook-st, Lpool.

Edwards, John, Bangor, Carnarvon, Grocer. March 10 at 2, at the Railway Hotel, Carnarvon. Jones, Menai-bridge.

Ell, Thos, City-rd, Ladder Maker. March 14 at 3, at offices of Marsden, Queen-st, Cheapside.

Forster, Geo, Gt Warford, Chester, Beerhouse Keeper. March 10 at 3, at the Temple-chambers, Crewe. Cooke.

Forster, Robt, Withington, Lancashire, Joiner. March 13 at 3, at office of Dewburst, Market pl, Manch.

Gandais, Joseph, Carnaby-st, Golden-sq, Baker. March 8 at 3, at office of Mussabini, Basinghall-st.

Gerber, Wm, Hipperholme, nr Halifax, Merchant. March 8 at 10, at offices of Terry & Robinson. Market-st, Bradford.

Green, John, Bristol, Accountant. March 7 at 11, at offices of Beckingham, Albion-chambers, Broad-st, Bristol.

Greenaway, John, St Breward, Cornwall, Grocer. March 10 at 3, at the Darlington Arms Hotel, Camelford. Male, Camelford.

Hall, Jas, Huddersfield, York, Innkeeper. March 10 at 11, at office of Bottomley, New-st, Huddersfield.

Hoad, Hy, Newcastle-upon-Tyne, Tailor. March 9 at 2, at offices of Wallace, Dean-st, Newcastle-upon-Tyne.

Hoey, Wm Hy, Warwick-st, Gent. March 17 at 12, at 8, Walbrook. Dommett.

Hollows, Robt, Bolton, Lancashire, Joiner. March 14 at 2, at office of Ryley, Mawdsley-st, Bolton.

Kertland, Richd, Warrington, Lancashire, Ironmonger. March 7 at 11, at office of Davies & Co, Commercial-chambers, Horsemarket-st, Warrington.

Knapp, Alfd, Newport, Monmouth, Mason. March 11 at 12, at offices of Gibbs, Commercial-st, Newport.

Lambert, Danl Richd, Hoxton-st, Butcher. March 8 at 4, at office of Ricketts, Frederick-st, Gray's-inn-rd.

Lancaster, John, Lpool, Builder. March 15 at 2, at office of Sheen & Martin, Adelphi Bank-chambers, South John-st, Lpool.

Long, John Blatch, Yatton Keynell, Wilts, Corn Dealer. March 7 at 4, at the White Lion Hotel, Chippenham. Bartrum, Bath.

Longley, Jas, England-row, Poplar, Brass Finisher. March 10 at 1, at offices of Buchanan, Basinghall-st.

Man, Hy Garnet, Halstead-lodge, nr Sevenoaks, Kent, Lieut-Colonel. March 9 at 2, at office of Buckler, Old Jewry.

Martin, Geo John, Hornsey-rd, Holloway, Cheesemonger. March 8 at 2, at offices of Nickerson, King William-st. Geaussent, New Broad-st.

Morfoot, John, Scarborough, York, Innkeeper. March 10 at 2, at offices of Anderson, Stonegate, York.

Mumford, Hy, & Wm Mumford, Bread-st, Cheapside, Warehousemen. March 8 at 11, at the Chamber of Commerce, Cheapside. Lanfear & Stewart, Abchurch-lane.

Naish, John, Trowbridge, Wilts, Dealer in Fancy Goods. March 11 at 12, at office of the Registrar, Abbey-st, Bath. Shrapnell, Bradford.

Nimmo, John, Birkenhead. March 9 at 3, at office of Thompson, Chester-st, Birkenhead. Anderson, Birkenhead.

Pearsall, Richd, Smethwick, Stafford, Glass Blower. March 10 at 11, at offices of Shakespeare, Church-st, Oldbury.

Pickard, Thos, Laister Dyke, York, Finisher. March 6 at 3, at the Queen's Hotel, Bradford. Emmet & Emmet.

Pickard, Thos, Laister Dyke, York, Finisher. March 9 at 3, at the Queen's Hotel, Bradford. Emmet & Emmet.

Riley, Alfd, Wakefield, York, Worsted Spinner. March 10 at 3, at the Black Bull Inn, Mirfield. Norris & Foster.

Roberts, Absolom, Cleckheaton, York, Flannel Manufacturer. March 7 at 3, at the New Inn, Bradford. Wavell & Co.

Scott, Thos Nicholson, Mosa-lane West, nr Manch, Provision Dealer. March 13 at 3, at office of Leigh, Brown-st, Manch.

Shaw, Rowland, Berry Brow, York, Comm Agent. March 9 at 3, at offices of Ramsden, John William-st, Huddersfield.

Shepherd, Davis, Bradford, Finisher. March 9 at 3, at the Queen Hotel, Bradford. Emmet & Emmet.

Silcox, Saml, Warminster, Wilts, no occupation. March 11 at 4.30, at the Bell Inn, Warminster.

Simmonds, Wm Hebron, Wandsworth-rd, Dairyman. March 13 at 3, at office of Lewis, Wilmington-sq.

Smethurst, John, & Arthur Smethurst, Manch, Tailors. March 14 at 3, at office of Sudlow & Co, Mount-st, Albert-sq, Manch.

Smith, Richd, Sheffield, Printer. March 10 at 1, at offices of Broomhead & Co, Sheffield.

Smith, Wm, Bradford-on-Avon, Wilts, Currier. March 10 at 11, at offices of Osborne & Co, Broad-st, Bristol.

Smith, Wm, Redditch, Worcester, Tobacconist. March 13 at 11, at office of Wilson, Wellington-chambers, Bennett's-hill, Birm. Simmons, Redditch.

Steel, Wm Fras, Rochester-row, Westminster, Watchmaker. March 15 at 2, at office of Parry, King William-st, Strand.

Stone, Wm Stanley (otherwise Chas Keith), Luton, Beds, Gent. March 9 at 11, at office of Shepherd, Luton. Neve, Luton.

Sykes, Hy, Leicester, Joiner. March 14 at 3, at office of Kirby, Market-at, Leicester.

Thompson, Thos, Thornaby, York, Cartwright. March 3 at 11, at office of Best, High-st, Stockton.

Torkington, Wm, Marple, Chester, Builder. March 9 at 11, at offices of Johnson, Park-st, Stockport.

Tuttlebee, Saml, Hoy-st, Victoria Dock-rd, Plaistow, Beershop Keeper. March 7 at 2, at 20, Gresham-st. Hicks, Bevois-st, Basinghall-st.

Walker, Wm John Pilkington, Stockwell-green, Schoolmaster. March 8 at 3, at Bridge House Hotel, London-bridge. Saffery & Huntley, Tooley-st, London-bridge.

Ward, James Rose, Abyssinia-rd, Battersea, Builder. March 10 at 3, at office of Brighten, Bishopsgate-st Without.

White, Chas, Camberwell-rd, Lambeth, Sanitary Goods Dealer. March 6 at 3.30, at office of Hicklin & Washington, Trinity-sq, Southwark.

Whitely, Thos, Huddersfield, York, out of business. March 9 at 11, at office of Sykes, Market-walk, Huddersfield.

Wood, John, Cheapside, Woollen Warhouseman. March 9 at 12, at offices of Smart & Co, Cheapside. Reed & Lovell Basinghall-st

Woods, Edwd Wm, Norwich, Gasfitter. March 8 at 12, at offices of Page, Guildhall-chambers, St Peter's-st, Norwich.

TUESDAY, Feb. 28, 1871.

Acton, Edwd, Lpool, Milliner. March 10 at 3, at offices of Gibson & Bolland, South John-st, Lpool.

Atkinson, Fredk Cook, Bradford, York, Professor of Music. March 14 at 3, at office of Richardson, the Exchange, Bradford.

Aveline, Charles Hardwick, Strond, Gloucester, Schoolmaster. March 14 at 3, at offices of Witchell, Lansdown, Stroud.

Barber, Joshua, Bidford, Warwick, Grocer. March 13 at 3, at offices of Tyndall & Co, Waterloo-st, Birm.

Barker, Wm, Frome, Somerset, Saddler. March 17 at 4, at offices of McCarthy, King-st, Frome.

Barker, Jas Perkins, Oldbury, Worcester, Licensed Victualler. March 13 at 11, at offices of Shakespeare, Church-st, Oldbury.

Bedford, Thos, Gildersome, York, Coal Master. March 13 at 3, at 36, Trinity-st, Leeds. Teale & Appleton.

Blake, Chas Rinsey, Chester, Fishmonger. March 14 at 1, at offices of Morris, Harrington-st, Lpool. Churton, Chester.

Brown, John, Darlington, Durham, Cabinet Maker. March 11 at 11, at office of Clayhills, Coniscliffe-rd, Darlington.

Brown, Wm Nicholas, Giltspur-st, Smithfield, Bottle Merchant. March 24 at 3, at offices of Bath & Co, King William-st. Ingle & Co, Threadneedle-st.

Chilverd, Wm, Queen's-rd, Dalston Contractor. March 17 at 4, at office of Watson, Finsbury-pl South.

Cooper, Wm, Luton, Bedford, Coal Dealer. March 13 at 12, at office of Conquest, Duke-st, Bedford.

Crees, Jas, Joseph, Birm, Assistant Overseer. March 9 at 11, at 33, Union-st, Birm. Barber.

Crompton, Jas Geo, South Stockport, Chester, Hat Manufacturer. March 13 at 3, at office of Sutton & Elliott, Brown-st, Manch.

Dable, Johan Jorgen, Gateshead, Durham, Draper. March 10 at 12, at offices of Hoyle & Co, Mosley-st, Newcastle-upon-Tyne.

Deas, Adam, Newcastle-upon-Tyne, Plumber. March 15 at 2, at offices of Bousfield, Market-st, Newcastle-upon-Tyne.

Dowsett, Geo, Hastings, Sussex, Bootmaker. March 15 at 3, at the Imperial Club, Cursitor-st, Chancery-lane. Philbrick.

Drake, Fredk Jas, Brick-lane, Whitechapel, Grocer. March 15 at 3, at the Guildhall Tavern, Gresham-st. Peverley, Basinghall-st.

Edwards, John, Bangor, Carnarvon, Grocer. March 10 at 2, at the Railway Hotel Bangor (and not Carnarvon as erroneously printed in last Gazette). Jones, Menai-bridge.

Evans, John, & Hy Ellis, Chalford, Gloucester, Shoddy Manufacturers. March 17 at 12.30, at offices of Winterbotham, Rowcroft, Stroud.

Fletcher, Wm John, Bristol, Ironmonger. March 9 at 11, at offices of Beckingham, Albion-chambers, Broad-st, Bristol.

Foord, Hy, Church-pl, Bedford-st, Covent garden-market, Salesman. March 13 at 3, at offices of Jenkins & Button, Tavistock-st, Covent-garden.

Frankell, Jacob Fredk, Rochdale, Lancaster, Tobacco Manufacturer. March 20 at 3, at offices of Heath & Sons, Swan-st, Manch.

Gwynn, Arthur Francis, Eastcheap, Merchant. March 14 at 12, at offices of Smart & Co, Cheapside. Lowless & Co, Gracechurch-st.

Hadden, Andrew, High-st, Croydon, Italian Warehouseman. March 13 at 2, at the Law Institution, Chancery-lane. Farnfield, Serle-st, Lincoln's-inn.

Hamley, Edmund Gilbert, Bodmin, Cornwall, Solicitor. March 10 at 3, at offices of Head & Coodel Mark-lane. Trevena, Truro.

Hillary, Wm, & John Hillary, Windhill, Calverley, York, Stonemasons. March 15 at 3, at offices of Gaunt, Union-passage, Kirkgate, Bradford.

Hilliam, Robt, Peterborough, Northampton, Shopkeeper. March 13 at 11, at the Wentworth Hotel, Wentworth-st, Peterborough. Smedley, Peterborough.

Hingley, Saml, Corbyn's Hall Iron Works, Kingswinford, Stafford, Ironmaster. March 13 at 11, at the Bell Hotel, High-st, Brierley Hill. Homfray & Holberton.

Hollings, Alfd, Farsley, York, Engineer. March 11 at 11, at offices of Terry & Robinson, Market-st, Bradford.

Hosken, Jas, Fenchurch-st, Consulting Engineer. March 14 at 12, at offices of Wilkins & Co, St Swithin's-lane.

Howells, Edwd, Birm, Tailor. March 13 at 3, at offices of Assinder, Union-st, Birm.

Hudson, Jacob Ashley, Parker's-row, Dockhead, Grocer. March 14 at 3, at offices of Mote, Finsbury-circus.

Humm, Saml Chas Abraham, Bethnal-green-rd, Shoreditch, Hat Manufacturer. March 10 at 3, at offices of Peverley, Basinghall-st.

Jones, Hy, Longton, Stafford, Confectioner. March 10 at 3, at offices of Tomkinson, Hanover-st, Burslem.

Keeling, Jas, Tipton, Stafford, Beerhouse Keeper. March 14 at 11, at office of Stoges, Priory-st, Dudley.

Kendall, Wm, Walsall, Stafford, Brewer's Agent. March 13 at 2, at offices of Glover, Park-st, Walsall.

Kratt, Fredk, Bramley-rd, Notting-hill, Baker. March 17 at 3, at offices of Deane & Chubb, South-sq, Gray's-inn.

Lee, Andrew, Newcastle-upon-Tyne, Draper. March 16 at 2, at offices of Bousfield, Market-st, Newcastle-upon-Tyne.

Lingard, John, Salford, Lancaster, out of business. March 13 at 11, at offices of Boote & Edgar, George-st, Manch.

Little, Stephen, Durham, Baker. March 10 at 11, at office of Salkeld, Sadler-st, Durham.

Malcolm, Wm, Huddersfield, York, Draper. March 11 at 11, at offices of Sykes, Market-walk, Huddersfield.

Mannering, Thos David, Rye, Sussex, Coachbuilder. March 13 at 2, at the Cinque Ports Hotel, Rye. Tanner, Rye.

Mansford, Joseph Edward, Plymouth, Devon, Merchant. March 17 at 12, at offices of Gilbard, Chapel-st, Devonport.

Martin, Eliz, & Sarah Eliz Donaldson, Birchfields, Stafford, Drapers. March 8 at 12, at offices of Green, Waterloo-st, Birm.

Mason, Thos, Trafalgar-rd, East Greenwich, Plumber. March 17 at 3, at offices of Sandom & Kersey, Gracechurch-st.

Mayor, David, & Edward Moreland, Manch, Drysalters. March 16 at 3, at office of Millar & Dawson, Chancery-pl, Booth-st, Manch. Brown, Manch.

McGrievy, James, Whitehaven, Cumberland, Tailor. March 14 at 3, at office of Mason, Duke-st, Whitehaven.
Onions, James, & George Onions, Tipton, Stafford, Ironmasters. March 13 at 12, at Dudley Arms Hotel, High-st, Dudley. Coldicott & Canning, Dudley.
Peacock, George, Darlington, Durham, Saddler. March 10 at 11, at office of Clayhills, Coniscliffe-rd, Darlington.
Pearson, Wm Hy, jun, Pallion, Durham, Ship Builder. March 13 at 12, at offices of Steel, Lambton-st, Sunderland.
Plumbly, Harry, & John Medlicott, Whitfield-st, Finsbury, Mineral Water Manufacturers. March 14 at 2, at offices of Poole, Bartholomew-close.
Polack, Michael Benedictus, Brighton, Sussex, Tobacconist. March 11 at 11, at 34, Old Jewry. Black & Co, Brighton.
Pontefract, Joseph, Honley Mill, nr Huddersfield, York, Yarn Spinner. March 13 at 11, at office of Sykes, Market-walk, Huddersfield.
Ponton, Thos Fox, Queen's-row, Grove-lane, Camberwell, Commercial Clerk. March 15 at 2, at office of Barrett, Bell-yard, Doctors'-commons.
Pritchard, Robt Fawcet, Maryland Point, Stratford, Wine Merchant. March 20 at 3, at offices of Norfolk & Co, Coleman-st. Ashurst & Co, Old Jewry.
Richardson, Wm, Great Grimsby, Lincoln, Beerhouse Keeper. March 11 at 2, at offices of Ayre & Hearfield, Royal Dock-chambers, Great Grimsby.
Robinson, George, Sheen, Stafford, out of business. March 14 at 2, at office of Muggison, Terrace-rd, Buxton.
Robinson, Joseph, jun., Rowland's Gill, Durham, Saw Mill Proprietor. March 8 at 12, at offices of Hoyle & Co, Mosley-st, Newcastle-upon-Tyne.
Rounthwaite, Thos, Sunderland, Durham, Draper. March 15 at 12, at office of Steel, Lambton-st, Sunderland.
Rugg, George, Canton-st, Poplar, Provision Merchant. March 24 at 2, at offices of Cooper & Hinde, Moorgate-st. Blachford & Riches, Gt Swan-alley, Moorgate-st.
Rushby, Hy, Clayworth, Nottingham, Butcher. March 14 at 11, at offices of Marshall & Son, East Retford. Bescoby, East Retford.
Shaw, Jared, Bradford, York, Draper. March 14 at 3, at office of Mossman, Bond-st, Bradford.
Slaughter, James Robt, St Dunstan's-hill, Eating-house Keeper. March 15 at 2, at office of Garner, Bouverie-st, Fleet-st.
Smith, Alf, Birm, Undertaker. March 15 at 12, at offices of Rooke, Argyle-chambers, Colmore-row, Birm.
Stanway, Wm Alderley, Ham-bridge Mill, Thatcham, Berks, Paper Manufacturer. March 10 at 1, at office of Talbot, Northbrook-st, Newbury.
Stark, Hy, Rudolf-rd, Kilburn, Commercial Traveller. March 17 at 2, at office of Dobie, Basinghall-st.
Street, Daniel, Heaton Norris, Lancaster, Hay Dealer. March 11 at 3, at Railway Hotel, Wellington-rd North, Heaton Norris. Whitworth Manch.
Swarbrick, Saml, Blackpool, Lancashire, Boot Maker. March 14 at 3, at Old Legs of Man Inn, Fishergate, Preston. Deane, Blackburn.
Ward, Mary, Tipton, Stafford, Draper. March 16 at 11, at offices of Tyndall & Co, 34 Waterloo-st, Birm.
Ward, Robt, Bewdley, Worcester, Grocer. March 15 at 3, at offices of Lomas & Co, Cannon-st, Birm.
Warren, Chas Hy, Chapel-st, Curtain rd, Oil Merchant. March 20 at 2, at office of Nash & Co, Suffolk lane, Cannon-st.
Webster, Wm, Nottingham, Town Missionary. March 11 at 3, at office of Hogg, Britannia-chambers, Pelham-st, Nottingham.
Whitehead, George, Whittington, Derby, Grocer. March 10 at 3, at office of Gee, High-st, Chesterfield.
Wills, John, Welford, Nottingham. March 14 at 12, at office of Keely, Old Market-st, Nottingham.
Wright, Joseph, East Halton, Uleeby, Lincoln, Clerk in Holy Orders. March 16 at 11, at Assembly-rooms, Low-pavement, Nottingham. Parsons & Son.